कन्वर्जेंस एनर्जी सर्विसेज लिमिटेड
(ईईएसएल की पूर्ण स्वामित्व वाली सहायक कम्पनी)
Convergence Energy Services Limited
(A Wholly Owned Subsidiary of EESL)

Amendment No. 4

Ref. No.: CESL/06/2025-26/PM E-Drive/252606004/Amdt-4 **Date**: 23.09.2025

To,

M/s……..

……..

Subject: Amendment No. 4 in the tender for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE Scheme."

Reference:

(i) Our tender no.: CESL/06/2025-26/PM E-Drive/252606004 for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE Scheme" dated: 27.06.2025.
(ii) Amendment No. 1 ref. no.: CESL/06/2025-26/PM E-Drive/252606004/Amdt-1 dated: 07.07.2025.
(iii) Amendment No. 2 ref. no.: CESL/06/2025-26/PM E-Drive/252606004/Amdt-2 dated: 08.08.2025.
(iv) Amendment No. 3 ref. no.: CESL/06/2025-26/PM E-Drive/252606004/Amdt-3 dated: 10.09.2025

Sir/Madam,

The following amendment(s) to above mentioned RfP are hereby authorized:

1. **Critical Dates of Tender Document:**

S.No.	As per Tender Document	Amended As
1.	Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website: From 27.06.2025 to 08.10.2025 (up to 1400 IST)	Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website: From 27.06.2025 to 14.10.2025 (up to 1400 IST)
2.	Online Bid Submission Period: From 27.06.2025 to 08.10.2025 (up to 1430 IST)	Online Bid Submission Period: From 27.06.2025 to 14.10.2025 (up to 1430 IST)
3.	Techno-commercial E-bid Opening Date & Time 08.10.2025 at 15:00 hrs. IST	Techno-commercial E-bid Opening Date & Time 14.10.2025 15:00 hrs. IST

Detailed amendment is attached with this document.

Rest all terms and conditions remains unchanged.

Thanking you,

For and on behalf of CESL

(a wholly owned subsidiary of EESL)

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SECTION- 4

Request for Proposal (RfP)

For

Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on

Gross Cost Contracting (GCC)

under

PM E-DRIVE Scheme

September 2025

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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Date : 23-09-2025

SECTION-4

(Note: The terms and conditions stipulated herein that is section-4 will supersede any contradictory/similar/overlapping terms and conditions in any other section/part of tender)

Name of Work: -: Request for Proposal for Selection of bus operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE Scheme

NIT/Bid Document No.: CESL/06/2025-26/PM E-Drive/252606004 **Dated** 27.06.2025

This Section 4 of Request for Proposal (RfP) comprises of three volumes:

- Instructions to Bidders (Volume 1)
- Concession Agreement (Volume 2)
- Technical Specifications (Volume 3)

The Bidder is expected to examine all Instructions to Bidders, Concession Agreement and Technical Specifications in the RfP Document and to furnish with its Proposal all information or documentation as is required by the RfP Document.

The bidding documents including this RfP Document and all attached documents are and shall remain the property of Convergence Energy Services Limited (CESL) and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. CESL will not return any Proposal, or any information provided along therewith.

The statements and explanations contained in this RfP are intended to provide an understanding to the Bidders about the subject matter of this RfP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Selected Bidder to be set forth in the Concession Agreement or the Authority, the Authority's right to amend, alter, change, supplement or clarify the scope of service and work, the Concession Agreement to be awarded pursuant to the RfP Document including the terms thereof, and this RfP including terms herein contained.

Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RfP are to be noted, interpreted, and applied appropriately to give effect to this intent and no claim on that account shall be entertained by either CESL or the Authority.

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Date : 23-09-2025

DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by CESL to the prospective Bidders or to any other party. The purpose of this RfP document is to provide interested parties with information to assist the formulation of their Bid. The RfP document is based on material and information available in public domain.
2. This RfP, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). If the recipient does not continue with its involvement in the Project in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither CESL nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RfP. The Bidders shall satisfy themselves, on receipt of the RfP document, that the RfP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RfP document on or before the date & time mentioned in this RfP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.
4. This RfP document includes statements, which reflect various assumptions arrived at by CESL to give a reflection of current status in the RfP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RfP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for CESL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and obtain independent advice from appropriate sources.
5. Neither CESL, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Project, the information supplied by or on behalf of CESL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
6. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of CESL or any person working in the bidding process.
7. CESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RfP document. Such updates, amendments, or supplements, if any, will however be circulated to the Bidders within a reasonable time prior to the last date for submission of Bid.
8. Each Bidder unconditionally agrees, understands, and accepts that the CESL reserves the rights to accept or reject any or all Bids without giving any reason. Neither CESL nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. This RfP may be withdrawn or cancelled by the CESL at any time without assigning any reasons thereof. CESL further reserves the right, at its complete discretion to reject any or all the Bids without assigning any reasons whatsoever.

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Volume 1 – Instructions to Bidders

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1. DEFINITIONS

1.1 **"Associate/ Parent"** means a Company that either directly or indirectly controls or is controlled or is under common Control (sister concern) with a Bidder and hereinafter is referred to as Associate or Parent, as the case maybe.

1.2 **"Applicable Laws"** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time and a list of such laws is placed at Annexure D

1.3 **"Authority"** shall mean public transport corporations/ state transit authority/ state transport undertakings and/ or any entity owned by the government (central/ state/ municipal) which is engaged in public transport services and is a party to the Concession Agreement.

1.4 **"Bidder(s)"** shall mean individual entity or a Consortium of entities, as the case maybe, bidding in response to this RfP.

1.5 **"Bid Due Date"** means the last date by which the Bidder(s) can submit their bid in response to this RfP along with all other relevant documents to CESL as per the timeline defined in Clause 21.3 of RfP Volume 1**.**

1.6 **"Control"** means the following**:**

a. The ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 51% of the voting shares/ shareholding of the firm in question, OR
b. The right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

1.7 **"Electric Bus/ e-Buses/ Buses"** means a bus complying with Standards and Specifications as detailed in Volume 3 "Technical Specifications of e-buses".

1.8 "**Eligible Projects**" shall mean Infrastructure Projects defined according to Department of Economic Affair (GoI) vide **F. No. 13/6/2009-INF dated 7, October 2013** "*Harmonised Master List of Infrastructure Sub-Sectors*" notified by Ministry of Finance, and as amended from time to time. Additionally, for the purpose of this RfP, **Eligible Projects** will also include commercial vehicle (minimum 4-wheels) operations.

1.9 **"Gross Cost Contract"** means a contract whereby the procuring Authority retains the right to receipt of passenger revenue and therefore carries the financial risk while the Operator is responsible for providing the service and bears the cost risk of the Buses & related infrastructure. Furthermore, under a Gross Cost Contract the procuring Authority pays the Operator for its services, a specified rate which is discovered through a competitive bidding process and these services are provided for a specified period as per the terms of the Agreement.

1.10 **"OEM"** means Original Equipment Manufacturer of Buses which is a registered bus manufacturer in India under applicable laws.

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1.11 **"Project Implementing Entity or Special Purpose Vehicle or SPV"** means an entity which is incorporated by the Selected Bidder(s) for executing the Agreement and implementing the Project.

"Selected Bidder(s)" refers to a bidder who has been issued a Letter of Confirmation of Quantity ("LoCQ") by CESL for the respective Cities/PTAs, States, or Union Territories, in accordance with Clause 12 of RfP Volume

2. BACKGROUND

India is at the cusp of an e-mobility revolution. The Government of India (GoI) is moving towards accelerated adoption of EVs to cut down its fuel import bills, carbon emissions and air pollution. It has announced a target to reach 30% EV adoption by 2030.Government of India aims to augment public sector bus fleet with a view to strengthening, modernizing, and greening public transport in India. An increase in the number of Electric buses on Indian roads will help to enhance economic development commuter mobility, local production, reduce air pollution, climate change and increase in employment. Crucially, changing to Electric Buses will reduce fossil fuel import bills.

Government of India approved Phase-II of FAME India scheme for a period of three years, commencing from 01st April 2019, which was further extended till 31st March 2024. Subsequently, Government of India has notified 'PM Electric Drive Revolution in Innovative Vehicle Enhancement (PM E-DRIVE) Scheme' on 29.09.2024 to provide impetus to the green mobility & development of EV eco-system in the country. The PM E-DRIVE Scheme, with an outlay of ₹10,900 crore, shall be implemented from 1st October 2024 to 31st March 2028 (or as extended by MHI, GoI), for faster adoption of electric vehicles (EVs), setting up of charging infrastructure and development of EV manufacturing eco-system in the country. Further, EMPS-2024 being implemented for the period from 1st April 2024 to 30th September 2024 is subsumed under this Scheme. This Bid document is being issued under the guidelines for PM E-DRIVE, notified by Ministry of Heavy Industries (MHI), and the guidelines can be accessed at the link:

https://pmedrive.heavyindustries.gov.in/policy_document

Demand Incentive under the Scheme: The Scheme envisages an outlay of ₹4,391 crore for roll out of 14,028 e-buses. Only e-buses with ex-factory price less than ₹2 crore will be incentivised under this Scheme. It is proposed to extend a uniform grant of ₹10,000 per kWh for both the years. The size of the e-buses and maximum incentive per e-bus is as follows:

Table-1 Size and maximum incentive per e-bus

e-bus size	Maximum Incentive/ e-bus
Standard bus, length >10m & <=12m	₹ 35,00,000
Midi bus, length >8m & <=10 m	₹ 25,00,000
Mini bus, length >6m & <=8 m	₹ 20,00,000

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The e-bus grant will be lowest of the following:

a) ₹10,000 multiplied by battery capacity measured in kWh

b) Maximum incentive according to size of bus, as per table above.

c) 20% of cost of e-bus according to the price discovered through competitive bidding by CESL.

Further under point-c above, for calculating the capital cost of the bus, the following formula shall be used:

Net Present Value (NPV) of all future payments, using total minimum assured run in kilometers per month and total contract period, cost of the bus will be calculated using 10.5 % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

$$Cost\ of\ Bus = \frac{a}{r}\left(1 - \frac{1}{(1+r)^n}\right)$$

Where,

a - Monthly equal payment for Capital Cost

= 0.5 * L1 GCC Rate * Assured monthly Kilometre run

r - Monthly discount rate in decimals

n - Contract Period in months

Once the capital cost of the bus is calculated, the eligible grant incentive will be calculated @20% of the capital cost of the bus for point no. c.

The grant for e-buses will be released to STUs as per the following milestones:

Table-2: Milestones for release of payment for e-buses

Instalment No.	Milestones for release of instalment	Percentage of support to be released by MHI
1	After the issue of supply order and signing of agreement by STU with selected bidders; as mobilization advance	20%
2	On commencement of commercial operation of ebuses	30%
3	After 6 months of successful commercial operation of e-buses	25%
4	After 18 months of successful commercial operation of e-buses	25%

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Bidder should also comply to PM E-DRIVE Scheme notification and guidelines or as updated/applicable from time to time.

Bank Guarantee

The Selected Bidder shall provide an advance Bank Guarantee (BG) for the release of an equivalent amount of Subsidy/grant. The Bank Guarantee should be furnished for an amount equivalent to the PM E-DRIVE subsidy/grant and in tranches corresponding to the lot(s) for which the subsidy/grant is to be disbursed to the Selected Bidder. Bidders may submit Advance Bank Guarantee in the form of Insurance Surety Bonds as well.

After bank guarantee of an amount equivalent to 100% of PM E-DRIVE grant is furnished and the entire fleet achieves successful commercial operation for a period of 18 months, the Bank Guarantee will be released in equal installments(20%) annually for a period of 05 years. The Bank Guarantee is to be furnished to the relevant STU(s)/City.

The Ministry of Heavy Industries (MHI), Govt. of India, has notified PM e-Bus Sewa-PSM Scheme through Gazette notification S.O. 4711(E) on October 28, 2024. The scheme has an allocated budget of Rs. 3,435.33 crore. The scheme will support deployment of more than 38,000 electric buses in the country.

The objective of scheme is to provide payment security in case of default by Public Transport Authorities (PTAs) for making timely payment to the selected bidders/operators/OEMs on their monthly payment obligations for operations of electric buses. Additionally, the fund will support capacity building and training initiatives, fostering the adoption of innovative technologies by PTAs to optimize electric bus operations. The Scheme provides coverage for the period of 12 years for the each e-bus deployed under the Scheme. The scheme documents can be downloaded from below link:

https://heavyindustries.gov.in/pm-ebus-sewa-psm-gazette-notification-and-scheme-guidelines

CESL conducted the stakeholders consultation on 6*th* November 2024 chaired by Secretary, MHI, GoI which was attended by 09 cities (Delhi, Surat, Ahmedabad, Bengaluru, Hyderabad, Kolkata, Mumbai, Pune and Chennai) along with MHI and CESL officials for aggregation of demand for electric buses. Subsequently, CESL floated Expression of Interest (EoI) on 13th November 2024 to aggregate the demand from these 9 cities. The last date of submitting the electric buses demand as per EoI was 11 April 2025. It was also clarified that compliance with the PSM scheme will be a mandatory prerequisite for procuring buses under the PM E-DRIVE initiative.

CESL aggregated the demand from the cities under this scheme. As per the consent from MHI, 10,900 nos of buses are proposed to be tendered under Phase -1 of the PM E-DRIVE scheme. Details of Lot wise buses and the participating Cities / STUs under Phase -1 is as under:

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City/UT	AC/Non-AC	Standard Floor		Low Floor		BRT		Total Buses
		12m	9m	12m	9m	12m	9m	
Hyderabad (Lot 1)	AC/Nos.	-	-	60	-	-	-	1,085
	Non-AC/Nos	-	-	1,025	-	-	-	
Hyderabad (Lot 2)	AC/Nos.	-	-	-	-	-	-	915
	Non-AC/Nos	815	100	-	-	-	-	
Surat (Lot 3)	AC/Nos	-	-	-	-	-	600	600
Ahmedabad (Lot 4)	AC/Nos	-	-	-	-	400	600	1,000
Delhi (Lot 5)	AC/Nos	-	-	2500	-	-	-	2,500
Delhi (Lot 6)	AC/Nos	-	-	-	300	-	-	300
Bengaluru (Lot 7)	Non-AC/Nos	-	-	3,500	-	-	-	3,500
Bengaluru (Lot 8)	AC/Nos	-	-	300	100	-	-	1,000
	Non-AC/Nos	-	-	-	600	-	-	

3. ABOUT CESL

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), a JV of PSUs promoted by Ministry of Power, Government of India. CESL offers interventions that solve multiple gap areas in the energy ecosystem by amalgamating seemingly independent yet complementary sectors such as electricity, transport, home appliances and introducing models for adoption at scale through government partnerships and innovative financing such as carbon markets.

CESL launched a 'Grand Challenge (GC)' on 30th September 2021 to aggregate demand from the 9 cities selected for phase-II of the FAME II scheme on an Operational Expenditure (OPEX) basis, i.e., using Gross Cost Contracts (GCC). Under this model, the private service provider invests in the purchase of bus and charging infrastructure along with its operations and maintenance throughout the contract tenure and in return receive a per km (**"PK"**) fee. The revenue collection would continue to remain with the city. The model has the advantage of enabling the contracting authority to focus on overseeing service delivery, limiting the upfront capital investment by cities and the need to manage staff, and at the same time transferring the technological risk of electric buses to the service providers who are best suited to manage them.

CESL has concluded e-bus tenders under NEBP and Phase 1 & 2 tenders under PM-eBus Sewa Scheme by Ministry of Housing and Urban Affairs (MoHUA).

CESL on behalf of Public Transport Agencies (also referred to as Authorities or State Transport Corporations

Signature :-
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or Cities in this Tender) aggregated the demand for electric buses under PM E-DRIVE scheme of Ministry of Heavy Industries (MHI) and is floating the tender for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 buses (Phase I)". Buses shall be fully built electric buses of 9m and 12m length along with allied electrical & civil infrastructure under Gross Cost Contract (GCC) Model in line with Volume 3 (the **"Project"**).

4. SCOPE OF WORK

4.1 This RfP has been prepared for the deployment of 9m and 12m electric buses on a GCC basis, through the PM E-DRIVE scheme. A Concession Agreement as per the format provided in Volume 2 ("Agreement") shall be signed between the Selected Bidder and the participating Authority (individual Agreements to be signed with each Authority/City). The yearly assured kms and period of Concession Agreement ("Concession Period") for different types of buses is provided below.

Bus Type	Yearly Assured Kms	Concession Period
Type I* buses		
9m Bus	64,800	12 years
12m Bus	72,000	12 years

**Type I definition as per AIS: 052*

4.2 **The scope of work for CESL shall be as follows:**

CESL shall play the role of a Program Manager for deploying electric buses under and shall be responsible for the following:

i. Designing and implementing a transparent and fair competitive bid process.
ii. Designing and drafting of bid documents, agreements, and other documentation.
iii. Finalization of the technical specifications for buses suitable for the participating STUs
iv. Floating of Tender for e-Buses deployment.
v. Discovery of GCC prices and communicate the same to Authorities and Selected Bidders.
vi. Assist Authorities and the Selected Bidder to finalize and sign the Concession Agreement.
vii. Administering Payment Security Mechanism (PSM) setup by Government of India (GOI) for Buses under this tender document.

5. BRIEF DESCRIPTION OF THE BIDDING PROCESS

The key points of the bidding process are as follows:

5.1 ***Bidding Process:*** CESL has adopted a single-stage, two-envelope process (referred to as the "Bidding Process") for selection of the Bidder (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium) for award of the Project. Under this process, a Bid shall be invited under two envelopes. Along with the Bid, the Bidder shall pay to CESL a non-refundable sum of INR 25,000 towards bid-document fees. Eligibility and qualification will be determined based on details submitted in envelope 1 (Technical Bid). The Financial Bid as the second envelope shall be opened of only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RfP.

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The eligibility and qualification of each bidder shall individually be assessed based on the requirement for each of the specified Cities in the RfP.

5.2 ***Evaluation and Allocation Process:*** Bids will be evaluated based on the INR per km rate quoted by the Bidders for each Lot. Please refer to Clause 12 of this RFP for further details on award of contract and the evaluation process.

5.3 ***Due Diligence and Site Visit:*** Bidders are encouraged to examine and familiarize themselves fully about the Project/ nature of assignment, local conditions, availability of necessary materials, applicable laws and regulations, and any other matters considered relevant by them before submitting the bid. Bidders are encouraged to visit the depots where possible. Any comments shall be sent in writing and will be addressed by CESL during the Pre-Bid Meeting.

5.4 ***Acknowledgement by Bidder****:* It shall be deemed that by submitting the Bid, Bidder has made a complete and careful evaluation of RfP, received all relevant information from CESL, accepted risk of inadequacy, errors or mistakes provided in RfP, acknowledged no conflict of interest, agreed to bound by undertakings provided by it under and in terms hereof. CESL shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by either the Authority or CESL.

5.5 ***Cost of Bid:*** Bidders shall be responsible for all the costs associated with the preparation of their bid establishing eligibility, submission, and participation in the bid process. CESL will not be responsible for in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

5.6 ***Bid Currency:*** All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

5.7 ***Bid Validity:*** Bid shall remain valid for a period of 180 days from Bid Due Date. CESL reserves the right to reject a bid as non-responsive if such a bid is valid for a period of less than bid validity period and CESL shall not be liable to send an intimation of any such rejection to such Bidder. In exceptional circumstances, prior to expiry of the original bid validity period, CESL may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security/ EMD. A bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his Bid Security/ EMD for the period of the extension, and in compliance with RfP terms in all respects. The price as per the bid shall be valid for the entire duration of the Agreement when awarded within the bid validity period.

5.8 ***Number of Bids by Bidder:***

For a particular *Lot,* no Bidder, its Associate or any of consortium members or their associates shall submit more than one Bid for each Lot pursuant to this RfP. For each Lot any Bidder applying individually as single Bidder or a part of a consortium shall not be entitled to submit another Bid either individually or as member of another consortium, directly or indirectly through an associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.

5.9 ***Price Bid:*** The Bidder needs to meet/ fulfil the eligibility and qualification criteria provided to qualify in

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the RfP. Bidder would be required to quote the rate in INR/km as per the contract conditions specified in this RfP. The Price bid of only those Bidders fulfilling the eligibility and qualification criteria shall be opened. The Bidder having the lowest and responsive price Bid, which is determined as per clause 12 of this RfP, shall be considered as preferred Bidder for award of the project.

5.10 ***Quotations:*** Bidders should quote their rates in figures and numbers in the unit of Indian Rupees per kilometer, specified in the e-tender by carefully punching in the appropriate field. All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR). All taxes & charges necessary to affect the procurement and services for Operation of Stage Carriage Services of Electric Buses such as Goods & Service Tax (GST) etc. under the project should be included in the unit rate quoted by the bidder. **The INR/Km price quoted is exclusive of all Taxes, any taxes on unit rate if applicable will be borne by the Authority.**

All Price Bids shall be submitted through the e-tendering system and Bidders shall take utmost care while quoting rates and other charges, if any. No subsequent variation in the rates quoted in the price Bid will be allowed whatsoever. Issues such as error and misunderstandings, internet troubles and so on will not be entertained.

6. PROJECT MANAGEMENT CHARGES

6.1 CESL will charge Project Management Charges (PMC) at the rate of INR 45,000 + GST as applicable per bus from the Selected Bidder(s) of each lot. Out of this amount, first tranche of INR 15,000 + GST as applicable per bus shall be paid to CESL within 30 days from the date of issuance of Letter of Confirmation of Quantity (LoCQ) by selected Bidders. The remaining amount of INR 30,000 + GST as applicable per bus shall be paid by the Selected Bidder for each lot as per the milestones defined in clause 6.2

Milestone	Activity	PMC Fee	Remarks
1st	Issuance of LoCQ by CESL	₹15,000 per bus + GST	**First tranche** of INR 15,000 + GST as applicable per bus shall be paid **to CESL within 30 days from the date of issuance of LoCQ**

The Project Management Charges shall be paid only through NEFT/RTGS, as per the banking details given below:

Account Name:	**Convergence Energy Services Limited**
Account Number:	**000705051799**
Account Type:	**Current**
Bank Name & Branch:	**ICICI Bank, New Delhi Branch**
IFSC Code :	**ICIC0000007**
MICR Code :	**110229002**

6.2 CESL will raise invoices for PMC charges to Selected Bidder as per the milestone defined below. GST will be extra as applicable.

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Milestone	Activity completed	PMC fee	Remarks
2nd	Upon execution or the issue of supply order/LoA from Authority to Selected Bidder, whichever is earlier.	₹15,000 per bus +GST	Half of the balance fees (₹30K) for the overall awarded quantity
3rd	Upon execution of the Concession Agreement with the Authority.	₹15,000 per bus +GST	Remaining fees (₹15K) for the overall awarded quantity

6.3 The bidder will be required to make the payment against the invoice within 30 days of invoicing date else an interest charge @ 18% p.a. will be charged on delayed payment from the due date, GST will be extra as applicable. In case bidder fails to pay the PMC fee within due date, CESL reserve the right to charge the applicable interest and may en-cash the EMD amount to recover the outstanding without any intimation.

7. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

7.1 A Bidder shall furnish a EMD i.e. Bid Security for the captioned work. It shall be provided from scheduled banks only, in the form of irrevocable bank guarantee/ account payee demand draft in favour of CESL payable at New Delhi in the format as specified in Annexure 2 of Section 6. The Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to CESL's Bank as per the below given details:

ICICI Bank include unique identifier CESL578807920 in the field 7037 of the SFMS cover message with IFSC Code ICIC0000007

BG Advancing Message – IFN 760COV / IFN 767 COV via SFMS	
Field Number	Particulars (to be mentioned in Row 1)
7037	CESL578807920

7.2 Bidders may submit EMD in the form of Insurance Surety Bonds as well in favour of CESL payable at New Delhi.

7.3 The Parent/ Associate whose Financial credentials have been used by the Bidder may alternatively provide Bid Security on behalf of the Bidder which should be supported by a Board resolution authorizing CESL to forfeit the Bid security in line with the provisions of this Tender.

7.4 The Lot wise EMD details are provided in the table below:

S.No	Lot No.	No. of buses	EMD Requirement (in INR Crores)
1	Hyderabad (Lot 1)	1085	33.2
2	Hyderabad (Lot 2)	915	26.8
3	Surat (Lot 3)	600	15.2
4	Ahmedabad (Lot 4)	1000	28.2

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5	Delhi (Lot 5)	2500	39.9
6	Delhi (Lot 6)	300	8.1
7	Bengaluru (Lot 7)	3500	53.4
8	Bengaluru (Lot 8)	1000	27.9
	Total	**10900**	**232.7**

7.5 If a Bidder opts to bid for more than one Lot, then the EMD requirement for the Bidder would be the cumulative EMD requirement for all the Lots being bid.

7.6 No interest will be payable by CESL on the EMD.

7.7 EMD of the successful bidder will be returned after providing the Contract Performance Bank Guarantee (CPBG-in the form of Contract Performance Bank Guarantee or Insurance surety bonds) to the STU and the STU confirms the same to CESL and all up to date dues to CESL are paid. CESL will hold the proportionate EMD to the extent of future PMC payments and the same will be released after clearing of PMC charges to CESL. If the EMD is not splitable then the successful bidder needs to deposit the EMD/BG/Insurance Surety Bond to CESL for the balance PMC recoverable amount from the successful bidder before release of the original EMD. The EMD will be forfeited by CESL if the dues are not cleared by the successful bidder as per due dates.

7.8 EMD of all techno-commercially/financially unsuccessful bidders will be returned to them within 60 days of Bid opening date or 30 days of issuance of LoCQ to the successful bidder by CESL, whichever is earlier.

7.9 EMD may be provided by more than one bank.

7.10 The EMD of a Bidder shall be forfeited in the following events:

a. If a bidder withdraws/modifies/changes its Bid during the period of Bid validity.

b. In the case of a Selected Bidder, if the bidder fails to sign the Concession Agreement with the Authority for any default on their part within the stipulated time as specified under this RfP.

c. Successful bidder fails to furnish the required CPBG within stipulated time as per the terms and conditions mentioned in this RfP.

d. In case the Selected Bidder does not clear its dues as per due dates specified in this RfP.

e. Bidders submitting any wrong information or making any misrepresentation in their Bid as per the RfP terms.

f. If the bidder engages in fraudulent practices as mentioned in clause 20 of Volume 1 within the period of validity of bid.

g. In case of occurring of any other event as may be specifically stated in the RfP document.

8. BIDDING CONDITION FOR SINGLE BIDDER/ CONSORTIUM AND FORMATION OF PROJECT IMPLEMENTING ENTITY (SPV)

A Bid under this RfP can be submitted by either a Single Bidder or a Consortium as defined in this RfP.

8.1 **Single Bidder**

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a) The Bids can be submitted by a Single Bidder that fulfils the Eligibility Criteria mentioned in clause 9 of Volume 1.

8.2 **Consortium**

a) Consortium of a maximum of 3 (three) members is allowed.

b) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members of the Consortium, designating one of the Members to be the Lead Member. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. Name of consortium members and their roles & responsibilities shall be indicated clearly in the consortium agreement (which is required to be submitted in the bid) including name of lead and non-lead members and should be duly notarized. Consortium Agreement shall be submitted in the format specified at Annexure 7 of Section 6. In absence of the Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

c) The members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) in the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure 4 of Section 6, signed by all the other members of the Consortium.

d) Provided that the Lead Member of the Consortium will be liable to the extent of 100% of the total proposed commitment of equity investment of the Consortium i.e. for both its own equity contribution as well as the equity contribution of other Members.

e) In the case of a Consortium, the Technical Qualification Criteria and Financial Qualification Criteria of only those Members will be evaluated, who have and shall continue to have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for a minimum period of 2 years from the Commercial Operation Date (COD) of the Project.

f) No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till the expiry of the Contract Period.

g) The Lead Member of the Consortium will be the single point of contact for the purposes of this bidding process before the date of signing of the Concession Agreement. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of CESL and CESL shall not bear any liability whatsoever on this account.

h) The Lead Member should designate at the most two persons to represent the Consortium in its dealings with CESL. The person(s) designated by the Lead Member should be authorized through a Power of Attorney (as per format specified in Annexure 4 of Section 6) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical Bid on behalf of the Consortium, etc. The Consortium members shall provide board resolutions from their respective Boards for committing their respective portion of equity requirement for the Project. Additionally, the Lead member shall provide a Board resolution committing to make good any shortfall in the equity for the project, in case of any member not meeting its equity commitment.

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i) The Bid should also contain signed Letter of Consent (as per Annexure 8 in Section 6) from each Member of Consortium confirming that the entire Bid has been reviewed and each element of the Bid is agreed to by them including investment commitment for the Project.

j) In addition, the Bid should also contain Board Resolution from Lead Member of the Consortium in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats.

8.3 **Project Implementing Entity**

a) In case the Single Bidder is an OEM (or through OEM route), is notified as Selected Bidder under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Selected Bidder, without any intermediaries involved. And, in case the Single Bidder is other than OEM (Infrastructure company), is notified as Selected Bidder under the provisions of this RfP, it has to necessary execute the Agreement and implement the Project through a Special Purpose Vehicle (SPV).

b) In case the Selected Bidder is a Consortium, it shall be mandatory to form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project.

c) The Selected Bidder can form only a single SPV for each Concession Agreement that shall be signed under this Project. In the interest of clarity, it is mentioned that only one SPV is allowed per Authority per Selected Bidder for signing the Agreement with the respective Authority and implementing the project.

d) The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Agreement; and that the Selected Bidder (or the Consortium members), shall hold not less than 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of this Agreement and for a period of 2 (two) years from the date of Commercial Operations Date (COD) as defined in the Agreement.

e) Any non-compliance with the provision hereof by the Selected Bidder with regards to shareholding requirement during the Agreement period, and failure to remedy such non-compliance within [30 (thirty)] days from the date of Authority's notice in this regard shall constitute an operator(s) (as defined in the Agreement) event of default, which shall entitle the Authority to terminate the Concession Agreement in accordance with the provisions thereof.

f) Notwithstanding the provisions of above, the Selected Bidder shall ensure, that in the event it has been selected for the Project on the financial capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the successful bidder, for at least three years from COD (as defined in the Agreement).

g) Further, the Selected Bidder shall also ensure, that in the event it has been selected for the Project

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on the technical capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the Selected Bidder, till the end of the Agreement.

9. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA

9.1 A Bidder/entity (i.e. any member of consortium) can only opt for one of the routes (either as D1 & D2 or E1 & E2) mentioned below in the Qualification Criteria. The route opted shall be consistent across all the participated Lots/. Declaration to this shall be provided as per Annexure 24 of Section 6 of this RfP. If a bidder/entity submits bids in contravention to this clause, all such bids shall be rejected.

To further clarify, if an entity (either as Single Bidder or as a Consortium member) bids in Lot1 by submitting qualification criteria under clauses D1 & D2 and the same entity/a constituent of the consortium bids in Lot 2 by submitting qualification criteria under clauses E1 & E2, in that case all the bids of that entity (either Single Bidder or Consortium) will be rejected.

9.2 **The eligibility criteria under this RfP is specified below:**

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
I) General Eligibility		
A.	The Bid can be submitted by either a Single Bidder or a Consortium as specified in Clause 5.8 and Clause 8 of Volume 1 of this RfP. The bidders should be in existence at least from the last 3 years from the date of issuance of NIT. *(In the case of consortium, this condition is to be fulfilled by all the members of consortium individually).*	1. Copy of Certificate of Incorporation, Memorandum and Article of the association or Copy of Registration certificate from RBI under section 4A of the Companies Act 1956 or Copy of Registration certificate or Copy of registered Partnership Deed, as the case may be for the bidder/ each consortium member should be submitted. 2. In the case of a Consortium, a consortium agreement, as per format specified in Annexure 7 of Section 6. 3. GST certificate and PAN card
B.	The Bidder(s) or its Parent/Associate shall not have been blacklisted or barred from carrying out its business by any Regulator / Government Authority/ Court of Law at the time of due date of submission. The OEM supplying the Buses under the Concession Agreement should also be in compliance with this requirement. *(In the case of consortium, this condition is to be fulfilled by all the members of consortium).*	A notarized certificate of non-blacklisted status in respect of the participating bidder/consortium members is required to be provided as per the format specified in Annexure 17 of Section 6.
C	Bidder and all members of the Consortium must be either:	
	A company incorporated in India under or prior to the Companies Act, 1956 (as amended or re-	Copy of Certificate of Incorporation, Memorandum and Article of the

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	enacted or restated, and including the Companies Act, 2013 as notified from time to time) OR	association of the bidder should be submitted
	A Trust/Society/Financial Institute/Alternative Investment Fund (AIF) registered with competent authority i.e. Reserve Bank of India (as defined in Section 45I(c) of Chapter IIIB of the RBI Act,1934) or Security Exchange Board of India (SEBI) OR	Copy of Registration certificate from RBI or under section 4A of the Companies Act 1956
	Similar International Financial Institutions registered with applicable regulators aboard but also registered / licensed to conduct business in India OR	Copy of Registration certificate and GST number and PAN must also be submitted.
	Partnership firm registered under the Indian Partnership Act OR	Copy of registered Partnership Deed should be submitted
	An LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013.	Copy of Certificate of Incorporation, and Registration Certificate of the bidder should be submitted
Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.		
II) Technical Qualification Criteria: For meeting technical qualification criteria the Bidder should satisfy the criteria mentioned in either (D-1) or (E-1). For this purpose bidder needs to submit Annexure-24 of Section 6 (i.e. bidder to mention the route by which bidder is participating in the tender): Furthermore, the Bidder may seek qualification based on technical capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.		
D-1	1. The bidder should have regularly for at least the last one year, ending 31st March of the previous financial year' i.e. 31.03.2025, manufactured and supplied electric buses. AND 2. The Bidder' should have manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year.	The homologation certificate of any type of electric bus needs to be submitted, which should meet the criteria i.e. it should be at least 1 year old from 31.03.2025. AND Bidder should submit proof of sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of units sold, customer name and date of supply) or any other document that can substantiate the supply of electric buses.

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	AND 3. The bidder' must have an available annual capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least 60% of the quantity bidder is bidding for. *(In the case of consortium, this condition is to be fulfilled by all the members of consortium collectively).*	Also, the bidder needs to submit the proof of supply like completion certificate or any other document that can substantiate the supply of electric buses. AND **Available Capacity for Bus manufacturing and supply:** Certificate from a CA confirming the available production capacity of E-buses and self-certification by the OEM on its letterhead clearly indicating the current commitments, production capacity and available capacity. In this context, bidder to fill the declaration as per Annexure-26 of the tender document and this certificate to be issued by CA with UDIN No.
E-1	The Bidder over the last 5 (five) financial years preceding the Bid Due Date, have a) paid for, or received payments for, construction of Eligible Project(s); and/ or b) paid for development of Eligible Project(s); and/ or c) collected and appropriated revenues from Eligible Project(s) such that the sum total of the above is more than the amount specified in Table 1. Fulfilling the Technical Qualification Criteria of the City with higher technical requirements (as per Table 1) amongst the Cities in which the bidder has participated will lead to fulfillment of the Technical Qualification Criteria for the other Cities having lower technical requirement. Technical Capacity of the bidder can be reused for fulfillment of the Technical Requirements. *The bidder must have either implemented such projects itself or must have held directly or indirectly at least twenty-six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation.*	Statutory Auditor confirming compliance with the required condition of this RfP as per Annexure 14B of Section 6. AND Bidder needs to submit the proof of work order/ agreement or any other documentary evidence that can substantiate that the work have been awarded to the bidder.

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	(In the case of consortium, this condition is to be fulfilled by all the members of consortium collectively).	
III) Financial Qualification Criteria- (a) The Bidder who has qualified basis the Technical Qualification Criteria mentioned in D-1 should meet the Financial Qualification Criteria provided in D-2. (b) The Bidder who has qualified basis the Technical Qualification Criteria mentioned in E-1 should meet the Financial Qualification Criteria provided in E-2. (c) Bidder who is bidding through E1 needs to submit Affidavit as per Annexure-E of Vol I. Furthermore, the Bidder may seek qualification based on financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.		
D-2	The Bidder should meet: (a) the Minimum Average Annual Turnover (MAAT) criteria as per Table 2. The MAAT shall be calculated as an average turnover of the last 3 Financial Years. In case of consortium, the collective MAAT will be considered only of members holding more than 26% shareholding. [The annual turnover of any bidder will include realization out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Govt. of India as per the audited financial statement of the Bidder(s).] AND (b) The net worth of the Bidder should not be negative as on the last date of the immediate preceding Financial Year. In case of consortium, this condition is to be filled by all the members individually. and (c) The net worth should not have eroded by more than 30% (thirty percent) in the last three years. In case of consortium, this condition is to be filled by all the members individually. [Net Worth means sum total of the paid up	**For MAAT:** Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Bidder/ Lead Member and of Associate (applicable in case its experience is being utilized for meeting the qualification criteria). **For Net worth:** Annual Report (audited balance sheet and profit & loss account) of the relevant period i.e. the financials of last 3 years. Certificate from Statutory Auditor ensuring compliance with the Net worth requirement. The Bidder is required to fill the declaration as per Annexure 12A of Section 6.

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets. **Please note**: • The Bidder should fulfil the Financial Capacity cumulatively for each of the Cities for which the bids are being submitted by the Bidder. The declaration as per Annexure 12A of Section-6 shall be used for fulfilment of financial capacity. • For the purpose of checking the erosion, the net worth of the immediately preceding Financial Year (say Year-1) shall be compared with that of Year-2 and Year-3 both.	
E-2	The minimum net worth of the Bidder at the close of the preceding FY shall not be less than the amount specified in Table 1. In case of consortium, the collective Net worth will be considered only of members holding more than 26% shareholding. Furthermore, the net worth for each of the members must be positive. *[Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets]* **Please note**: 1. The Bidder should fulfil the Financial Capacity cumulatively for each of the Lots for which the bids are being submitted by the Bidder. The declaration as per Annexure 12B of Section-6 shall be used for	**For Net worth:** Annual Report (audited balance sheet and profit & loss account of the relevant period of the Bidder/ Consortium members. Annual Report (audited balance sheet and profit & loss account) of the relevant period. Certificate from Statutory Auditor ensuring compliance with the Net worth requirement. The Bidder in required to fill the declaration as per Annexure 12B of Section 6.

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	fulfilment of financial capacity. 2. In case a Bidder and/(or) it's Parent(s)/ Associate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.	

Selected Bidder(s) shall continue to maintain compliance with the Eligibility and Qualification Requirements specified herein till the achievement of COD (as specified in the Concession Agreement). Failure to comply with the aforesaid requirements shall make the Concession Agreement liable for termination after its signing.
The Bidder shall also furnish documentary evidence/ declaration regarding financial re-structuring of the company, if any, such as change of name, merger, or demerger shall also be supported by statutory filings/ in-principle approval/ final approvals from relevant authorities, and not only by a board resolution, to ensure authenticity and continuity of eligibility credentials. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.
In case of partnership, ITR along with management signed accounts to be submitted, if audit is not required.
In case of Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.

Table 1 (For Infra route)

For Infra Route			
Lot No.	**Technical Experience Requirement (E1 as per above QR table) (in INR Crores)**	**Net Worth Requirement (E2 as per above QR table) (in INR Crores)**	**EMD Requirement (in INR Crores)**
Hyderabad (Lot 1)	3321.0	415.1	33.2
Hyderabad (Lot 2)	2675.5	334.4	26.8
Surat (Lot 3)	1518.0	189.8	15.2
Ahmedabad (Lot 4)	2821.0	352.6	28.2
Delhi (Lot 5)	3991.4	498.9	39.9
Delhi (Lot 6)	810.7	101.3	8.1
Bengaluru (Lot 7)	5342.9	667.9	53.4
Bengaluru (Lot 8)	2789.0	348.6	27.9

Table 2 (For OEM Route)

For OEM Route		
Lot No.	**ATO Requirement (D2 as per above QR table) (in INR Crores)**	**EMD Requirement (in INR Crores)**

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Hyderabad (Lot 1)	124.5	33.2
Hyderabad (Lot 2)	100.3	26.8
Surat (Lot 3)	56.9	15.2
Ahmedabad (Lot 4)	105.8	28.2
Delhi (Lot 5)	149.7	39.9
Delhi (Lot 6)	30.4	8.1
Bengaluru (Lot 7)	200.4	53.4
Bengaluru (Lot 8)	104.6	27.9

9.3 Bidder/Entity (i.e. Single Bidder or a Consortium member) is required to separately meet the financial qualification criteria and available capacity criteria (as the case may be) mentioned above for each of the Lots. In case a Bidder/ Entity is submitting a Bid for more than one Lot, then the financial qualification criteria and available capacity criteria (as the case may be) are required to be met cumulatively for all such Lots. In case the Bidder/ Entity bids for more than one Lot and is unable to fulfil financial criteria cumulatively or available capacity criteria cumulatively (as the case may be) then in such case the Bids will be evaluated and allocated in decreasing order of the bus quantity in Lots till its cumulative financial or available capacity strength (as the case may be) is exhausted. Furthermore, in case of Lot 4 (Ahmedabad) and Lot 8 (Bengaluru), wherein the bus quantity is same, the evaluation will be first done for Lot 4 (Ahmedabad) (higher financial qualification) followed by Lot 8 (Bengaluru).

9.4 The financial or available capacity contribution of any member either individually or as a member of a Consortium will be cumulatively evaluated for all different Lots under this RfP, meaning, the financial capacity and available capacity (as the case may be) of any Entity will get adjusted for each Lots to the extent the financial and available capacity (as the case may be) qualification has been utilized for other Lots.

9.5 In the case of OEM route (i.e. D1& D2 route), the bidder is not allowed to change the OEM after final submission of the bid. However, in the case of Infrastructure route (i.e. E1& E2 route), the bidder has an option to supply the Buses from one or more OEMs, provided these OEMs meet the technical qualification criteria as per the RfP.

9.6 The Bidder may seek qualification based on technical and financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.

9.6.1 The technical capability of a particular entity, including its Parents and/or Associates, shall not be used directly or indirectly by more than one Bidder/ Consortium member for an individual City in which the Bidder is participating.

9.6.2 In case the Bidder or Member of the Consortium uses the technical and financial capability of its Parent/ Associate for the purpose of meeting the qualification criteria, then a certificate by the Statutory Auditor clearly explaining how the Parent/ Associate firm meets the above definition of the Parent/ Associate under the RfP shall be submitted by the Bidder.

10. SUBMISSION OF THE BID

10.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section 6 of this document.

10.2 Strict adherence to the formats wherever specified is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for rejecting the bid.

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10.3 Bid documents shall be signed and stamped by the authorized signatory of the bidder on each page. In the case of a Consortium, this signature shall be that of the authorized signatory and shall bind the bidder to the contract. The signed pages shall be scanned and uploaded at designated places. Alternatively, digital signatures on each page of the bid document by the authorized signatory is also allowed. In the case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the top right-hand corner.

10.4 The Bid shall include unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidder or each member in Consortium including Lead Member for the last three (3) financial years immediately preceding the Bid Due Date.

10.5 The Bidder should designate at the most two persons to represent the Bidder in its dealings with CESL. The person(s) should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bids etc. The Bidder should submit, along with Bid, a Power of Attorney (as per format specified in Annexure 3 and 4 of Section 6), authorizing the signatory of the Bid. Bidder shall submit the board resolution committing 100% of equity requirement for the Project, in the Bid.

11. CONFLICT OF INTEREST

11.1 A Bidder shall not have a conflict of interest that affects the Bidding process (the "Conflict of Interest"). In the event a Bidder is found to have a Conflict of Interest, CESL may choose to reject the Bid, terminate the Agreement (in the event it has been awarded) as per termination clause in the Agreement.

11.2 Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

a) the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 15% (fifteen per cent) of the subscribed and paid-up equity share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary; or

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b) a constituent of such Bidder is also a constituent of another Bidder for the same Lot; or

c) such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or

d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

e) such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

such Bidder has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project. Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.

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12. EVALUATION AND ALLOCATION PROCESS

12.1 **The Lot wise, bus type details are as follows:**

City/UT	AC/Non-AC	Standard Floor		Low Floor		BRT		Total Buses
		12m	9m	12m	9m	12m	9m	
Hyderabad (Lot 1)	AC/Nos.	-	-	60	-	-	-	1,085
	Non-AC/Nos	-	-	1,025	-	-	-	
Hyderabad (Lot 2)	AC/Nos.	-	-	-	-	-	-	915
	Non-AC/Nos	815	100	-	-	-	-	
Surat (Lot 3)	AC/Nos	-	-	-	-	-	600	600
Ahmedabad (Lot 4)	AC/Nos	-	-	-	-	400	600	1,000
Delhi (Lot 5)	AC/Nos	-	-	2500	-	-	-	2,500
Delhi (Lot 6)	AC/Nos	-	-	-	300	-	-	300
Bengaluru (Lot 7)	Non-AC/Nos	-	-	3,500	-	-	-	3,500
Bengaluru (Lot 8)	AC/Nos	-	-	300	100	-	-	1,000
	Non-AC/Nos	-	-	-	600	-	-	

12.2 **Bidding Conditions:**

Lot No.	Total No. of Buses	Evaluation to determine L1	Selected Bidder Criteria
Lot 1 (Hyderabad)	1,085	L1 shall be determined on the basis of the lowest weighted average of both types of buses, i.e., 12m Low Floor AC Bus and 12m Low Floor Non-AC Bus. The bidder is mandatorily required to quote for full quantity of both types of buses in order to participate in Lot 1. Any deviation from this requirement shall result in outright rejection of the bid.	Full quantity i.e. 1,085 no. of buses will be awarded to L1 bidder.
Lot 2 (Hyderabad)	915	L1 shall be determined on the basis of the lowest weighted	Full quantity i.e. 915 no. of buses will be awarded to L1 bidder.

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		average of both types of buses, i.e., 12m Standard Floor Non-AC Bus and 9m Standard Floor Non-AC Bus. The bidder is mandatorily required to quote for full quantity of both types of buses in order to participate in Lot 2. Any deviation from this requirement shall result in outright rejection of the bid.	
Lot 3 (Surat)*	600	L1 shall be determined on the basis of lowest quoted price of 9m Standard Floor AC Bus. The bidder is mandatorily required to quote for full quantity of buses in order to participate in Lot 3. Any deviation from this requirement shall result in outright rejection of the bid.	Full quantity i.e. 600 no. of buses will be awarded to L1 bidder.
Lot 4 (Ahmedabad)	1,000	L1 shall be determined on the basis of the lowest weighted average of both types of buses, i.e., 12m BRT AC Bus and 9m BRT AC Bus. The bidder is mandatorily required to quote for full quantity of both types of buses in order to participate in Lot 4. Any deviation from this requirement shall result in outright rejection of the bid.	Full quantity i.e. 1,000 no. of buses will be awarded to L1 bidder.
Lot 5 (Delhi)	2,500	L1 shall be determined on the basis of lowest quoted price of 12m Low Floor AC Bus. The bidder is mandatorily required to quote for full quantity of buses in order to participate in Lot 5. Any deviation from this requirement shall result in outright rejection of the bid.	CESL intends to split the total order quantity amongst three bidder(s). A maximum of three bidders (including L1) are proposed to be engaged. The allocation of quantity amongst the bidders in case of order to be split to other than L-1 shall be based on the ascending order of their originally quoted price (i.e., L-2, L-3,……,L-n bidders) subject to unconditional matching the overall L-1 price for complete scope of work:

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			<table><tr><th>In case of Distribution between</th><th>Ratio in percentage</th></tr><tr><td>Three Parties (L1 : L2:L3)</td><td>50% : 30%: 20%</td></tr></table> The said splitting shall be read in conjunction with preference to MSE's and start-ups as per Bidding documents. In case of availability of only two (02) techno-commercially responsive bidders, the splitting criteria shall be as below: <table><tr><td>L1 : L2</td><td>70% : 30%</td></tr></table> In this case, the remaining quantity i.e. up to additional 20% may be awarded to L1 Bidder (over & above 50%) in proportion to meeting the experience & financial qualification requirement (as per QR corresponding to the 70% criteria). In event of L-1 bidder meeting the Experience & Financial qualification requirement greater than 50% criteria but less than 70%, remaining quantity to be awarded to L-2 bidder after exhausting maximum quantity to L-1 bidder up to the limit to which the L-1 bidder meets the experience & financial qualification requirement criteria. In case of single vendor situation, award may be given for the 50% of quantity after establishing rate reasonability by CESL. However, CESL shall award more quantity (above 50 % but not exceeding the 100%) in proportion to the corresponding experience & financial qualification requirement (as per

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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

<table>
<tr><td></td><td></td><td></td><td>QR) up to the limit to which the bidder meets the experience & Financial qualification requirement criteria.

In case of a tie (where total evaluated price of two or more bidders are same), bidder having the highest value of net worth, would be considered for award.</td></tr>
<tr><td>Lot 6 (Delhi)</td><td>300</td><td>L1 shall be determined on the basis of lowest quoted price of 9m Low Floor AC Bus. The bidder is mandatorily required to quote for full quantity of buses in order to participate in Lot 6. Any deviation from this requirement shall result in outright rejection of the bid.</td><td>Full quantity i.e. 300 no. of buses will be awarded to L1 bidder.</td></tr>
<tr><td>Lot 7 (Bengaluru)</td><td>3,500</td><td>L1 shall be determined on the basis of lowest quoted price of 12m Low Floor Non-AC Bus. The bidder is mandatorily required to quote for full quantity of buses in order to participate in Lot 7. Any deviation from this requirement shall result in outright rejection of the bid.</td><td>CESL intends to split the total order quantity amongst three bidder(s). A maximum of three bidders (including L1) are proposed to be engaged. The allocation of quantity amongst the bidders in case of order to be split to other than L-1 shall be based on the ascending order of their originally quoted price (i.e., L-2, L-3,……,L-n bidders) subject to unconditional matching the overall L-1 price for complete scope of work:

<table><tr><th>In case of Distribution between</th><th>Ratio in percentage</th></tr><tr><td>Three Parties (L1 : L2:L3)</td><td>50% : 30%: 20%</td></tr></table>
The said splitting shall be read in conjunction with preference to MSE’s and start-ups as per Bidding documents.

In case of availability of only two (02) techno-commercially</td></tr>
</table>

Signature :-
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			responsive bidders, the splitting criteria shall be as below: L1 : L2 — 70% : 30% In this case, the remaining quantity i.e. up to additional 20% may be awarded to L1 Bidder (over & above 50%) in proportion to meeting the experience & financial qualification requirement (as per QR corresponding to the 70% criteria). In event of L-1 bidder meeting the Experience & Financial qualification requirement greater than 50% criteria but less than 70%, remaining quantity to be awarded to L-2 bidder after exhausting maximum quantity to L-1 bidder up to the limit to which the L-1 bidder meets the experience & financial qualification requirement criteria. In case of single vendor situation, award may be given for the 50% of quantity after establishing rate reasonability by CESL. However, CESL shall award more quantity (above 50 % but not exceeding the 100%) in proportion to the corresponding experience & financial qualification requirement (as per QR) up to the limit to which the bidder meets the experience & Financial qualification requirement criteria. In case of a tie (where total evaluated price of two or more bidders are same), bidder having the highest value of net worth, would be considered for award.
Lot 8 (Bengaluru)	1,000	L1 shall be determined on the basis of the lowest weighted average of all three types of	Full quantity i.e. 1,000 no. of buses will be awarded to L1 bidder.

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		buses, i.e., 12m Low Floor AC Bus, 9m Low Floor AC Bus and 9m Low Floor Non-AC Bus. The bidder is mandatorily required to quote for full quantity of all three types of buses in order to participate in Lot 8. Any deviation from this requirement shall result in outright rejection of the bid.	

*9m Standard Floor AC bus for Surat to be read as **9m BRT Standard Floor AC.**

1. The Bidder may participate in the Bid for any number of Lots.
2. Payment to the Selected Bidder will be made as per the Quoted rate for each type of bus in that Lot.
3. **Weighted PK Fees will be calculated as below based on the model of the buses in the city, as applicable:**

   [[{Quoted PK Fees for 9m bus (AC Standard Floor) * No. of 9m buses (AC Standard Floor)} +

   {Quoted PK Fees for 9m bus (Non-AC Standard Floor) * No. of 9m buses (Non-AC Standard Floor)} +

   {Quoted PK Fees for 9m bus (AC Low Floor) * No. of 9m buses (AC Low Floor)} +

   {Quoted PK Fees for 9m bus (Non-AC Low Floor) * No. of 9m buses (Non-AC Low Floor)} +

   {Quoted PK Fees for 9m bus (BRT) * No. of 9m buses (BRT)}] *

   (Assured KMs of 9m buses)]

   +

   [[{Quoted PK Fees for 12m bus (AC Standard Floor) * No. of 12m buses (AC Standard Floor)} +

   {Quoted PK Fees for 12m bus (Non-AC Standard Floor) * No. of 12m buses (Non-AC Standard Floor)} +

   {Quoted PK Fees for 12m bus (AC Low Floor) * No. of 12m buses (AC Low Floor)} +

   {Quoted PK Fees for 12m bus (Non-AC Low Floor) * No. of 12m buses (Non-AC Low Floor)} +

   {Quoted PK Fees for 12m bus (BRT) * No. of 12m buses (BRT)}] *

   (Assured KMs of 12m buses)]

   (divided by)

   [(No. of 9m all type of buses * Assured KMs of 9m buses) + (No. of 12m all type of buses * Assured KMs of 12m buses)]

CESL shall appoint Selected Bidder(s) for each State in the following manner:

1. The Financial bids of those Bidders who are found responsive and are qualified in accordance with

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the terms of this RfP shall be opened and evaluated independently for each City, depending on the INR per km rate quoted by the Bidders.

2. A list of all such Bidders whose financial bids are opened will be prepared ranking the Lowest Bidder (L1) up to the Highest Bidder (H1) separately for each City. ("Rank List").
3. The Bidder quoting the Lowest Price (L1 Bidder) shall be considered the "Preferred Bidder" for each City.
4. CESL, and only CESL, retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part. To be clear, this right is not automatically passed on to Cities participating in this Tender.
5. Upon opening of the Price bids, in case Price quoted by Lowest Bidder in relation to the market rate or its internal estimate or Good Industry Practice is found to be not as per market benchmark, CESL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder to demonstrate the internal consistency of those prices.
6. After the financial evaluation of the submitted bids, CESL shall declare the Preferred Bidder(s) as Selected Bidder(s) if it's/their bid(s) is/are most favorable as per the provisions of RfP and shall issue LoCQ (Letter of confirmation of quantity) for each City to the Selected Bidder.
7. CESL shall suggest to Authority for issuance of LoA and further agreement signing with these Selected Bidder(s).
8. The Bidder shall submit a declaration, in the format provided at Annexure-24 (Section-6), specifying the Lots in which it wishes to participate. Evaluation shall be carried out only for those Lots that the Bidder has declared in **Annexure-24** as the participated Lots.

12.3 Illustration of City-wise Price Bid Submission

This clause illustrates how bidders must enter prices on the e-portal for each city. It shows which bus types are mandatory for evaluation under each Lot and how other entries should be filled with non-zero values for ***system compliance only***. Random sample values are used for clarity.

- **Hyderabad – Lot 1 (In case bidder is bidding for Lot 1 only):**

✓ Mandatory: 12m Low Floor AC and 12m Low Floor Non-AC buses.
✓ *Other categories must have ₹1 as dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration
12m Low Floor AC	₹60	Considered
12m Low Floor Non-AC	₹55	Considered
9m Standard Floor Non-AC	₹1	Not considered (values entered only for system compliance)
12m Standard Floor Non-AC	₹1	Not considered (values entered only for system compliance)

Only ₹60 and ₹55 considered for evaluation of Lot 1.

- **Hyderabad – Lot 2 (In case bidder is bidding for Lot 2 only):**

✓ Mandatory: 9m Standard Floor Non-AC and 12m Standard Floor Non-AC buses.
✓ *Other categories must have ₹1 as dummy value.*

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Bus Type	Value Entered by Bidder	Evaluation Consideration
12m Low Floor AC	₹1	Not considered (values entered only for system compliance)
12m Low Floor Non-AC	₹1	Not considered (values entered only for system compliance)
9m Standard Floor Non-AC	₹48	Considered
12m Standard Floor Non-AC	₹53	Considered

Only ₹48 and ₹53 considered for evaluation of Lot 2.

- **Hyderabad – Lot 1 and Lot 2 both (In case bidder is bidding for Lot 1 and Lot 2 both):**

✓ Mandatory: 12m Low Floor AC, 12m Low Floor Non-AC, 9m Standard Floor Non-AC and 12m Standard Floor Non-AC buses.

✓ *No dummy values*.

Bus Type	Value Entered by Bidder	Evaluation Consideration
12m Low Floor AC	₹60	Considered
12m Low Floor Non-AC	₹55	Considered
9m Standard Floor Non-AC	₹48	Considered
12m Standard Floor Non-AC	₹53	Considered

If bidder declared in Annexure-24 (i.e. Annexure for Lot declaration) to participate in both Lot 1 and Lot 2 then values entered by bidder in all four types of buses will be considered for evaluation as per evaluation criteria defined.

- **Surat – Lot 3 (In case bidder is bidding for Lot 3 only):**

✓ Mandatory: 9m Standard Floor AC bus only.

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m Standard Floor AC*	₹45	Considered

Only ₹45 considered for evaluation of Lot 3.

*9m Standard Floor AC bus for Surat to be read as **9m BRT Standard Floor AC**

- **Ahmedabad – Lot 4**

✓ Mandatory: 9m BRT AC and 12m BRT AC buses.

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m BRT AC	₹45	Considered
12m BRT AC	₹48	Considered

Only ₹45 and ₹48 considered for evaluation of Lot 4.

- **Delhi – Lot 5 (In case bidder is bidding for Lot 5 only):**

✓ Mandatory: 12m Low Floor AC bus.

✓ *Other categories must have ₹1 as dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m Low Floor AC	₹1	Not considered (values entered only for system compliance)
12m Low Floor AC	₹58	Considered

Only ₹58 considered for evaluation of Lot 5.

- **Delhi – Lot 6 (In case bidder is bidding for Lot 6 only):**

✓ Mandatory: 9m Low Floor AC bus.

✓ *Other categories must have ₹1 as dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration

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9m Low Floor AC	₹50	Considered
12m Low Floor AC	₹1	Not considered (values entered only for system compliance)

Only ₹50 considered for evaluation of Lot 6.

- **Delhi – Lot 5 and Lot 6 both (In case bidder is bidding for Lot 5 and Lot 6 both):**

✓ Mandatory: 12m Low floor AC and 9m Low Floor AC bus.

✓ *No dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m Low Floor AC	₹50	Considered
12m Low Floor AC	₹58	Considered

If bidder declared in Annexure-24 (i.e. Annexure for Lot declaration) participate in both Lot 5 and Lot 6 then values entered by bidder in both types of buses will be considered for evaluation as per evaluation criteria defined.

- **Bengaluru – Lot 7 (In case bidder is bidding for Lot 7 only):**

✓ Mandatory: 12m Low Floor Non-AC bus.

✓ *Other categories must have ₹1 as dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m Low Floor AC	₹1	Not considered (values entered only for system compliance)
9m Low Floor Non-AC	₹1	Not considered (values entered only for system compliance)
12m Low Floor AC	₹1	Not considered (values entered only for system compliance)
12m Low Floor Non-AC	₹50	Considered

Only ₹50 considered for evaluation of Lot 7.

- **Bengaluru – Lot 8 (In case bidder is bidding for Lot 8 only):**

✓ Mandatory: 12m Low Floor AC, 9m Low Floor Non-AC and 9m Low Floor AC buses.

✓ *Other categories must have ₹1 as dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m Low Floor AC	₹58	Considered
9m Low Floor Non-AC	₹55	Considered
12m Low Floor AC	₹60	Considered
12m Low Floor Non-AC	₹1	Not considered (values entered only for system compliance)

Only ₹58, ₹55, and ₹60 considered for evaluation of Lot 8.

- **Bengaluru – Lot 7 and Lot 8 both (In case bidder is bidding for Lot 7 and Lot 8 both):**

✓ Mandatory: 12m Low Floor AC, 9m Low Floor Non-AC, 9m Low Floor AC buses and 12m Low Floor Non-AC.

✓ *No dummy value.*

Bus Type	Value Entered by Bidder	Evaluation Consideration
9m Low Floor AC	₹58	Considered
9m Low Floor Non-AC	₹55	Considered
12m Low Floor AC	₹60	Considered
12m Low Floor Non-AC	₹50	Considered

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If bidder declared in Annexure-24 (i.e. Annexure for Lot declaration) to participate in both Lot 7 and Lot 8 then values entered by bidder in all four types of buses will be considered for evaluation as per evaluation criteria defined.

13. PREPARATION AND SUBMISSION OF TECHNICAL BID AND PRICE BID

13.1 **Format and Signing of Bid**

a. The Bidder shall provide all the information sought under this RfP. CESL will evaluate only those bids that are received online in the required formats and complete in all respects. Bid Security, cost of bid document, Power of Attorney (POA) and Joint Bidding/ Consortium Agreement etc. as specified in the RFP are to be submitted in hard copies.

b. The Bid shall be typed and signed in **indelible blue ink** by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

c. All pages of the Bid shall be serially numbered, and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.

13.2 All the information and documents in Bid shall be submitted in English language only.

13.3 Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter as per annexure 1 in Section 6.

13.4 All pages of the Bid shall be initialed and stamped by the authorized signatory on behalf of the Bidder.

13.5 A Bidder shall submit only one Bid in the same bidding process, either individually as Bidder or as a Member of a Consortium.

13.6 The technical and financial capability of a particular company / particular project (Parent and/ or Associate) shall not be used directly or indirectly by more than one Bidder/ Member of a Consortium including Lead Member / Bidder.

13.7 This Request for Proposal (RfP) document is not transferable. The RfP document and the information contained therein is for the use only by the Bidder to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project, this RfP document must be kept confidential.

13.8 Though adequate care has been taken while preparing this RfP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to CESL immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RfP document, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.

13.9 Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RfP shall become the property of CESL and CESL shall have no obligation to return the same to the Bidder.

13.10 CESL may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Due Date, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by CESL.

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13.11 Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of CESL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

13.12 All Bidders are required to ensure compliance with all the Applicable Laws.

14. DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

The Bidder shall submit the Technical Bid & Financial Bid online through CESL's e-procurement portal comprising of the following documents along with supporting documents as appropriate and in the format specified in Section 6 of this Tender Document:

14.1 **Technical Bid:**

The Bidder is required to submit the applicable documents in their Bid as per the Checklist provided below:

Sr. No.	Description
1	Bid Document Cost
2	Covering Letter
3	Bid Security/Bid Bond
4	Power of Attorney
5	Bidder's composition and ownership structure
6	Authorization to Bank
7	Consortium Agreement, if required
8	Letter of Consent from each Consortium Member, including Lead Member, if required
9	Board Resolution
10	Proforma of Letter of Undertaking
11	Affidavit format
12	Financial Qualification Requirement
13	Technical Qualification Requirement
14	Bidders Undertaking and details of Equity Investment
15	Additional information for technical and financial eligibility
16	Fraud prevention policy
17	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission
18	Self-Declaration for testing certificate
19	Certificate for Indigenous content
20	Compliance for MeiTY requirement
21	Certificate for declaring local content
22	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"
23	Bank Details -Attachment 09 (RTGS/NEFT)
24	Quoted Lot declaration as per Attachment-13 of Section-6.
25	No Deviation Statement
26	Available Capacity for Bus manufacturing and supply

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The Bidder shall submit POA, Bid Security, Joint Bidding Agreement (JBA), any Affidavit in hard copy as mentioned in Clause 13 before the bid submission due date.

14.2 **Price bid**

Format is prescribed at Annexure A of this RfP document (online only).

The Bidder shall not mention the Financial Bid i.e., the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected.

15. OTHER REQUIREMENTS

15.1 Bidders shall ensure that any number mentioned in the Price bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.

15.2 In case of the Bidder being a company incorporated in India under or prior to the Companies Act, 1956 (as amended or re- enacted or restated, and including the Companies Act, 2013 as notified from time to time), the power of attorney (POA) in favor of Authorized Signatory shall be submitted in the format provided in Annexure 3 and 4 of Section 6. The POA shall be supported by a board resolution (as per the format in Annexure 9 of Section 6.

15.3 The Selected Bidder and the Authority are encouraged to facilitate the participation of women in the implementation of the electric buses project, under the **PM E-DRIVE** scheme.

16. REJECTION OF BID

16.1 CESL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfP and the Bidder shall, when so required by CESL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by CESL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

16.2 CESL reserves the right to reject any Bid or take other administrative action if:

a. At any time, a material misrepresentation is made or uncovered, or

b. The Bidder does not provide, within the time specified by CESL, the supplemental information sought by the Authority for evaluation of the Bid.

c. Such misrepresentation/ improper response shall lead to the disqualification of the Selected Bidder. If the Selected Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then CESL reserves the right to annul the Bidding Process and invite fresh Bids.

16.3 A bid can be rejected by CESL without any further correspondence, as non-responsive, if,

a. Technical and/or price bid is not submitted online in the manner as prescribed is not in conformity

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with the terms and provisions.

b. Technical and/or price bid is not submitted /incomplete submitted in the bid-forms.

c. Price Bid submitted in physical form shall be considered nonresponsive and rejected.

d. Bid security (EMD) and RfP fees or EMD do not conform to the provisions set forth in this RfP is not submitted.

e. The bidder engages in any fraudulent practices defined in Clause 20 of this RfP.

f. A bidder submits or participates in more than one bid under this RfP.

g. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder or consistent history of litigation awarded against the applicant or financial failure due to bankruptcy is observed.

h. Bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation / ULBs etc.

i. The Bidder or any of its Associates has had any of their contracts terminated by any central, state, or local government or government instrumentality for breach of such contract by the Bidder or any of its Associates, and that such termination has not been set aside or stayed by a competent judicial authority.

j. The Bidder or any of its Associates has been categorized as a willful defaulter by any lender, in accordance with applicable laws.

k. CESL reserves the right to seek information and evidence from the Bidders with respect to their continued eligibility at any time during the Bidding Process and each Bidder undertakes to promptly provide all of the information and evidence requested by CESL.

l. Any of the directors has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.

m. Any criminal proceeding is pending in any court of law in India against any of the directors and if any such proceeding culminates into conviction.

n. If Bidder makes an effort to influence CESL in its decisions on bid evaluation, Bid comparison or selection of the successful Bidder.

o. Bidders may specifically note that while evaluating the Bid, if it comes to CESL's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.

16.4 **Predatory Pricing/Abnormally high price.** In case the Price Bid of the Lowest Bidder is found to be unrealistically lower or unrealistically higher than internal estimate/benchmark or market rate or Good Industry Practice, CESL reserves the right to seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the price is found to be abnormally higher than market benchmark, then the Bid/Proposal may be rejected as non-responsive and will not be considered any further for award.

16.5 **Cartel Formation/Pool Rates.** It is possible that sometimes a group of bidders quote the same rate

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against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender “leading to "Appreciable Adverse Effect on “Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, CESL may carry out detailed cost analysis by associating experts if necessary, and if the same is established, suitable administrative actions can be resorted to by CESL such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms.

17. SIGNING OF CONCESSION AGREEMENT

17.1 The Letter of Confirmation of the Quantity (LoCQ) will be issued by CESL to selected bidders. Letter of Confirmation of Demand(LoCD) to cities will also be issued by CESL.

17.2 City shall issue Letter of Award (LoA) to the selected bidder and the Selected Bidders (s) would be required to execute the Concession Agreement as per the timelines defined within this RfP. The Concession agreement that shall be signed between the Authority and Selected Bidder under this Project is provided in Volume 2 of this RfP.

17.3 All incidental expenses related to execution of the Concession Agreement shall be borne by the Selected Bidder.

18. CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time CESL makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain, from contacting by any means, CESL and/ or their employees/representatives on matters related to the bids under consideration.

19. CONFIDENTIALITY AND PROPRIETARY DATA

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CESL in relation to, or matters arising out of, or concerning the bidding process. CESL will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. CESL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CESL or as may be required by law or in connection with any legal process.

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information

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provided along therewith.

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20. FRAUDULENT AND CORRUPT PRACTICES

20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, CESL may reject a Bid without being liable in any manner whatsoever to the Applicant if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

a. Without prejudice to the rights of CESL under Clause a) hereinabove, if a Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RfP issued by CESL during a period of 2 (two) years from the date such Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

b. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

20.2 ***"Corrupt practice"*** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CESL who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CESL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

Engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract, any person in respect of any matter relating to the project or the LOA or the contract or otherwise, who at any time has been or is a legal, financial or technical adviser of CESL in relation to any matter concerning the project;

20.3 ***"Fraudulent practice"*** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

20.4 ***"Coercive practice"*** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

20.5 ***"Undesirable practice"*** means (i) establishing contact with any person connected with or employed or engaged by CESL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

20.6 ***"Restrictive practice"*** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

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21. INSPECTION AND PROCUREMENT SCHEDULE

21.1 The procurement of bus after the award of contract shall be subject to prototype approval by City (and/or any officials/agency nominated by City). The City (and/or any officials/agency nominated by City) 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. Bidder should provide testing certificates as per the requirement stated in Volume 1 with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules including the CMVR Type Approval of the Electric bus offered on or before prototype bus inspection.

21.2 The test trial of prototype bus operation systems is 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. In case of any non-compliance in the final prototype bus, remedial work shall be immediately carried out by the operator at its own risk and cost. In the event of operator not being able to showcase a prototype bus meeting RfP specification within 180 days beyond the stipulated date of prototype delivery, then, it shall be considered an event of default by the operator leading to annulment of the award of contract and termination of the agreement.

21.3 The Buses are required to be in compliance with the technical specifications as per Section 4 Volume 3 of this RfP.

21.4 **A tentative timeline for the procurement is provided below:**

S. No.	Details	Timeline
1	Bid Due Date	T0
2	Issuance of LoCQ to Bidders **(T1)**	T1
3	Issuance of LoA by the Authority **(T2)**	T1 + 4 Weeks
4	Submission of performance security and signing of Concession agreement **(T3)**	T2 + 8 Weeks
5	Prototype testing and approval of the same (**T4)**	T3 + 8 weeks
6	Completion of conditions precedent and handover of depots by the STU/Authority **(T5)**	T3 + 16Weeks
7	Fit-out works completion and delivery of min 15% Buses qty **(T6)**	T5 + 8 Weeks
8	Delivery of minimum 40% Buses qty **(T7)**	T6 + 16 Weeks
9	Delivery of minimum 70% Buses qty **(T8)**	T7 + 16 Weeks
10	Delivery of 100% Buses qty awarded in the LOA	T8 + 16 Weeks

22. GOVERNING LAW AND JURISDICTION

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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23. INDEMNITY

23.1 **CESL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;**

a) Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto.
b) Consult with any Bidder in order to receive clarification or further information.
c) Retain any information and/ or evidence submitted to CESL by, on behalf of, and/ or in relation to any Bidder; and/ or
d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

23.2 It is deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases CESL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process, deployment, operation & maintenance of buses and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

24. INDIGENIZATION REQUIREMENT

Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03*rd* March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and *Operational Guidelines for PM E-DRIVE Scheme* or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable.

Bidder should also comply Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29*th* September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable

Bidder should also comply to PM E-DRIVE Scheme notification and guidelines or as updated/applicable from time to time.

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ANNEXURE A: PRICE BID FORMAT

(Produced here for illustration purpose: to be filled-up Online only)

Name of Work: Request for Proposal for Selection of bus operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE scheme

1. Price Bid Format for Ahmedabad-1000 No's

Price Bid Format for Ahmedabad					
S.No	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
1	9m BRT AC	INR/ km	1		
2	12m BRT AC	INR/ km	1		

2. Price Bid Format for Bengaluru-4500 No's

Price Bid Format for Bengaluru					
S.No	Description of Bus	UoM	Quantity	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
1	9m Low Floor AC	INR/ km	1		
2	9m Low Floor Non-AC	INR/ km	1		
3	12m Low Floor AC	INR/ km	1		
4	12m Low Floor Non-AC	INR/ km	1		

3. Price Bid Format for Delhi-2800 No's

Price Bid Format for Delhi					
Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
1	9m Low Floor AC	INR/ km	1		
2	12m Low Floor AC	INR/ km	1		

4. Price Bid Format for Hyderabad-2000 No's

Price Bid Format for Hyderabad					
Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
1	9m Standard Floor Non AC	INR/ km	1		
2	12 m Standard Floor Non AC	INR/ km	1		
3	12m Low Floor AC	INR/ km	1		
4	12m Low Floor Non-AC	INR/ km	1		

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5. Price Bid Format for Surat-600 No's

Price Bid Format for Surat					
Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
1	9m Standard Floor AC*	INR/ km	1		

*9m Standard Floor AC bus for Surat to be read as **9m BRT Standard Floor AC**

Notes applicable to above Table:

Quoted base price per km (in INR) to be exclusive of all Taxes (IGST/CGST/SGST/UGST, etc).

1. Prices once quoted shall remain firm and shall not be subjected to any escalation other than in accordance with the provisions of this RfP.
2. Deposit of all statutory taxes, duties, levies etc. to government authorities shall be the sole responsibility of the Selected Bidder and the Selected Bidder shall indemnify CESL and the Authority for any tax claims, litigations, notices, etc. issued by the statutory /Government or State authorities. However, any taxes on GCC Unit Rate will have to be borne by the Authority, if any.
3. I/we have read all the terms and conditions of the RfP and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the Tender/IFB/NIT.

Dated

Signature of Tenderer or their Authorized representative

Name of the Authorized Signatory

(SEAL)

Name and Address of Tenderer:

…….. Phone no……..

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ANNEXURE B: CITY-WISE DEMAND

City/UT	AC/Non-AC	Standard Floor		Low Floor		BRT		Total Buses
		12m	9m	12m	9m	12m	9m	
Hyderabad (Lot 1)	AC/Nos.	-	-	60	-	-	-	1,085
	Non-AC/Nos	-	-	1,025	-	-	-	
Hyderabad (Lot 2)	AC/Nos.	-	-	-	-	-	-	915
	Non-AC/Nos	815	100	-	-	-	-	
Surat (Lot 3)	AC/Nos	-	-	-	-	-	600	600
Ahmedabad (Lot 4)	AC/Nos	-	-	-	-	400	600	1,000
Delhi (Lot 5)	AC/Nos	-	-	2500	-	-	-	2,500
Delhi (Lot 6)	AC/Nos	-	-	-	300	-	-	300
Bengaluru (Lot 7)	Non-AC/Nos	-	-	3,500	-	-	-	3,500
Bengaluru (Lot 8)	AC/Nos	-	-	300	100	-	-	1,000
	Non-AC/Nos	-	-	-	600	-	-	

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ANNEXURE C: DEPOT DETAILS

(1) Ahmedabad

Sr No	Name of the City Bus Service	Location	Current Bus Fleet	Approx. Area (Sq.Mtr)	Upstream Electrical Connection (Depot Voltage Level for Bus charging- 11/22/33 KV)	Status of Electricity Upstream Connection- Yet to be Applied /Applied/Agreement Signed/Already Available
1	AJL-BRTS	Chandola	65	14253	11 KV	Applied
2		Odhav	60	14414	11 KV	Already Available
3		Ranip (AMTS+BRTS)	19 BRT + AMTS	7500	11 KV	Already Available
4		Zundal	50	9600	N/A	N/A
5		Naranpura-A	34	8500	11 KV	Already Available
6		Naranpura-B	60	10000	11 KV	Already Available
7		Vastral	90	20000	11 KV	Already Available
8	AMTS	Memco	115	15859	11 KV	Applied
9		Jamalpur	100	10000	11 KV	Already Available
10		Shreenath	110	13920	11 KV	Applied
11		Bhairavnath	110	13608	11 KV	Applied
12		Acher	90	8610	11 KV	Applied
13		Paldi	90	8367	11 KV	Applied
14		Lal Darwaja	100	11583	11 KV	Applied (On route Charging)

(2) Surat

S. No	Name of Depot	No of Buses	Area (Sq Meter)	Upstream Electrical Connection (Depot Voltage Level for Bus charging- 11/22/33 KV)	Status of Electricity Upstream Connection-Yet to be Applied /Applied/Agreement Signed/Already Available
1	Pasodra	100	14997	11 KV	Will be applied at appropriate time
2	Kosad (New)	100	20315	11 KV	
3	Kosad (Old)	100	18000	11 KV	
4	Kosad (Nr. Fire Station)	75	9000	11 KV	
5	L.P. Savani	75	7068	11 KV	

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6	Bhestan (Near. Garden)	50	4530	11/22 KV	
7	Vesu (Nr. Nandani Appt.)	100	14951	11 KV	

(3) Hyderabad

S. no	Depot Name	No. of proposed Buses	Area (Sq Meter)	Required Load in kVA	Required load source (11/33 kV)	Sanctioned load Capacity kVA	Sanctioned load source (11/33 KV)	Addl. Load requirement (if any)
1	Bandlaguda	104	18980	6200	33kV			
2	Barkathpura	61	11210	3700	33kV			
3	Chengicherla	109	32537	6500	33kV			
4	Dilsukhnagar	73	17321	4400	33kV			
5	Falaknuma	95	18211	5700	33kV			
6	Farooqnagar	95	20234	5700	33kV			
7	Hakimpet	87	16916	5200	33kV			
8	Hayathnagar-I	104	20639	6200	33kV			
9	HCU	115	18494	900	33kV	5000	33kV	
10	Ibrahimpatnam	110	19344	6600	33kV			
11	Jeedimetla	88	16673	5300	33kV			
12	Kachiguda	88	16794	5300	33kV			
13	Kushaiguda	94	18980	5600	33kV			
14	Maheshwaram	104	20315	6200	33kV			
15	Medchal	94	24645	5600	33kV			
16	Midhani	81	15540	4900	33kV			
17	Miyapur-2	60	14973	3600	33kV	2500	11 kV	3500 kVA
18	Mahidipatnam	80	14690	4800	33kV			
19	Mushirabad-1	80	17199	4800	33kV			
20	Mushirabad-2	92	22379	5500	33kV			
21	Ranigunj-1	83	13638	5000	33kV			
22	Rajendranagar	105	28328	6300	33kV			
23	Uppal	98	20963	5900	33kV			
	TOTAL	**2000**						

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Date : 23-09-2025

(4) Delhi

S. No	Name of Depot	Type of Buses	No. of Buses	Area (Sq Meter)	Upstream Electrical Connection (Depot Voltage Level for Bus charging- 11/22/33/66 KV)	Status of Electricity Upstream Connection- Yet to be Applied /Applied/Agreement Signed/Already Available
1.	Savada Gherva (DTC)	12M	200	7.50 Acre(30351.4 Sq.m)	66(TPDDL)	**Available**
2.	Narela (DTC)	12M	130	5.00 Acre (20234.28 Sq.m	66(TPDDL)	**Available**
3.	Rohini-3 (DTC)	12M	130	5.00 Acre (20234.28 Sq.m)	66(TPDDL)	**Available**
4.	Rohini-4 (DTC	9M	115	5.27 Acre (21326.93 Sq.m)	66(TPDDL)	**Available**
5.	Khanjawla-I (DTC)	9M	115	5.53 Acre (22379.11 Sq.m)	66(TPDDL)	**Available**
6.	Khanjhawala-II (DTC)	12M	150	5.00 Acre (20234.28 Sq.m)	66(TPDDL)	**Available**
7.	Burari-II (Transport Deptt.)	12M	200	7.50 Acre(30351.4 Sq.m)	66(TPDDL)	**Available**
8.	Bawana (DTC)	12M	150	6 Acre (24281.1 Sq.m)	66(TPDDL)	**Available**
9.	Kirari (Transport Deptt.)	12M	150	5.25 Acre(21246 Sq.m)	66(TPDDL)	**Available**
10.	Dichaon Kalan-I (Transport Deptt.)	9M	100	3.5 Acre (14164 Sq.m)	66(BRPL) through Integrated approach	**Applied**
11.	Dichaon Kalan-II (Transport Deptt.)	12M	150	5.25 Acre(21246 Sq.m)		
12.	Kair (Transport Deptt.)	12M	325	13 Acre (52609.1 Sq.m		
13.	Kharkhari Nahar (Transport Deptt.)	9M	130	5.00 Acre (20234.28 Sq.m)		
14.	Ghumanhera-I (Transport Deptt.)	12M	115	4.79 Acre (19384.44 Sq.m)		
15.	Dwarka Sector-8 (DTC)	9M	100	4.942 Acre (19999.56 Sq.m)	66(BRPL) through Integrated approach	**Available**
16.	Dwarka Sector-22 (Transport Deptt.)	12M	250	10 Acre (40468.6 Sq.m)		**Available**
17.	Noida (DTC)	12M	125	5.00 Acre (20234.28 Sq.m	33 or 11	**Yet to be Applied**
18.	Sarojini Nagar (DTC)	12M	100	2.620 Acre (10602.76 Sq.m)	33 or 11	**Available**
19.	Yamuna Vihar (DTC)	12M	65	2 Acre (8093.71 Sq.m)	11	**Available**

Signature :-
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1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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(5) Bengaluru

Sl. No.	Depot Name	No of proposed Buses	Bus type* (7/9/12 meter bus)	Area (sq.m)
1	Indiranagar (06)	135	12	3.05
2	RT.Nagar (14)	75	9	1.14
3	RR.Nagar (21)	150	12	2.15
4	Yeshwanthapura (26)	160	9	9.18
5	Srigandada kavalu (31)	175	12	4.00
6	Kothanuru dinne (34)	200	12	3.31
7	Hosakote (39)	100	12	3.14
8	Gunjuru (41)	125	12	6.00
9	Manduru (47)	150	12	30.00
10	Sadaramangala (51)	100	9	2.25
11	Peenya (9)	150	12	7.27
12	Yelahanka (11)	175	12	13.20
13	Koramangala (15)	100	9/12	5.00
14	Chandra layout (17)	100	12	2.09
15	Electronic city (19)	125	12	2.00
16	Banashankari (20)	175	12	3.30
17	HRBR layout 1st block (Kalyana nagar) (23)	75	9/12	1.21
18	ITI (24)	150	12	12.06
19	Poornapragna layout (33)	150	12	2.34
20	Chikkanagamangala (38)	175	12	10.00
21	Kodathi (42)	100	12	8.00
22	Anjanapura (44)	80	9	1.36
23	Chikkabettahalli (New Depot	120	12	10.24
24	Sadenahalli (46)	100	12	6.00
25	Bhyrathi (48)	100	12	7.00
26	Devanahalli (50)	100	12	2.23
27	Huttanahalli (52)	75	9	3.00
28	Chikkamarenahalli (New Depot)	150	12	0.32

Note:

Signature :-
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Date : 23-09-2025

1. *Please note that the depot details are tentative and are based on information shared by the cities. The location of these depots might change. Bidders may conduct due-diligence / site visits to the depot locations to understand the requirements at the ground level, before submission of bid.*
2. *For the DTC depot situated in Noida (as per serial no 17of Delhi depots), the electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering shall be paid as per the cost applicable for depots situated in Delhi. The differential electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering for Noida shall be paid by the DTC / DoT, Govt of NCT Delhi or reimburse to DTC / DoT, Govt of NCT Delhi, as the case may be.*

ANNEXURE D: LIST OF APPLICABLE LAWS

1. Guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020
2. Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020
3. Government of India Guidelines for Make in India, domestically manufactured products, Atmanirbhar Bharat and circulars. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II)-Part(4) (Vol.II) date: 19th July. 2024, or any latest revision issued from time to time.
4. MeitY Circular No.1(10)/2017-CLES dated 06.12.2019
5. Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.
6. Restriction on public procurement from bidders of certain countries as per the Office Memorandum issued by Department of Expenditure No.F.7/10/2021-PPD dated 11 September 2023
7. Order for Public Procurement no. 4: F-7/10/2021-PPD (1) dt. 23.02.2023
8. Battery Waste Management Rules (2022) and the E-waste (Management) Rules as amended from time to time.
9. Any other relevant law modified from time to time that may be applicable to this RfP Volume 1
10. Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 No. 12/2/2018-EV dated 17th September 2024 issued by Ministry of Power, Government of India, as amended from time to time.
11. Guidelines on Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme
12. Guideline issued in Gazette notification as notified on 03rd March 2025 S.O. 1078(E).-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme
13. Guidelines issued in Gazette Notification as notified on 28th October 2024 S.O. 4711(E)- PM-eBus Sewa-Payment Security Mechanism (PSM) scheme for Procurement and Operation of Electric Buses

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Date : 23-09-2025

ANNEXURE E: BIDDER AFFIDAVIT

(to be submitted by the Bidder)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

We [including any of our Parent company, Associate and Consortium Member], hereby declare that as on Bid Due Date shall:

a) Ensure that the OEM(s) supplying the Buses under the Concession Agreement has not been blacklisted or barred from carrying out its business by any Regulator / Government Authority/Court of Law at the time of OEM declaration.

b) Ensure that the OEM(s) supplying the Buses will manufacture and Supply the Electric Buses as per the specifications provided in "Technical Specifications for Type-I Buses" listed in Section 4 Volume 3 of the PM E-DRIVE tender document.

c) Ensure that the Type approval and Homologation certificate shall be provided as per terms and conditions of this RfP, for the Buses being supplied to the Authority under the Agreement.

d) Ensure that we will provide CESL a written confirmation confirming the name of the OEM(s) that will supply the Buses under the Concession Agreement within 30 days of receipt of LOA from the Authority. Further, we will ensure that the OEM(s) supplying the Buses should meet the following conditions:

   1. Have regularly for at least the last one year, ending 31st March of the previous financial year' i.e. 31.03.2025, manufactured and supplied electric buses.; and
   2. Have manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year; and
   3. Have an available annual capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least 60% of the quantity bidder is bidding for.
   4. All the requisite certificates shall be provided as per the requirement for OEM under this RfP.

e) Ensure that the Product warranty undertaking and the Comprehensive Annual Maintenance Agreement is executed by the OEM(s) as per Schedule W and Schedule Z respectively of the Concession Agreement. Additionally, we will ensure that both these agreements are counter-signed by us, the Operator.

f) We further undertake to inform the CESL of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

g) We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoCQ / Concession Agreement (if executed) would be summarily rejected / recalled / terminated, as the case may be and CESL will have a right to forfeit our Bid security or the PBG amount (as the case may be).

…….

Signature and Name of the authorized signatory of the Bidder / Lead Member of the Bidding Consortium

…….. (Signature of Notary Public)

Place: ……

Date: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Volume 2 – Concession Agreement

Procurement, Supply, Operation and Maintenance Of Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under

PM E-DRIVE Tender

CONCESSION AGREEMENT

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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1. Part I Preliminary

Signature :-
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Date : 23-09-2025

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("**Agreement**") is entered into on this {the …… day of....., 20…..}[1]

BETWEEN

1 **THE [STATE TRANSPORT AUTHORITY/MUNICIPAL ADMINISTRATION] OF** [•] represented by [•], and having its offices at [•] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One **Part**;

AND

2 {****** Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ....., (hereinafter referred to as the "**Operator**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other **Part**.

WHEREAS:

(A) Ministry of Heavy Industries (MHI), Government of India has approved PM Electric Drive Revolution in Innovative Vehicle Enhancement (PM E-DRIVE) Scheme' on 29.09.2024 to provide impetus to the green mobility & development of EV eco-system in the country. The PM E-DRIVE Scheme, with an outlay of ₹10,900 crore, shall be implemented from 1st October 2024 to 31st March 2026, for faster adoption of electric vehicles (EVs), setting up of charging infrastructure and development of EV manufacturing eco-system in the country. Further, under this scheme CESL aggregated the demand from 05 Cities of 10,900 Buses.

(B) Convergence Energy Services Ltd ("CESL") is appointed as the centralized tendering agency under this scheme. CESL aggregated the demand from the cities under this scheme. As per the consent from MHI, 10,900 nos of buses are proposed to be tendered under Phase -1 of the PM E-DRIVE scheme. In response to the demand aggregated by CESL, CESL floated a tender "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 buses" (the "**Request for Proposal**" or "**RFP**") to Bidders for undertaking the Project on date ……, 20….

(C) After evaluation of the bids received, CESL accepted the bid of the {Selected Bidder/ Consortium} (the "**Selected Bidder**") for the city of [●] and communicated the same to the Authority.

[1] The provisions in curly parenthesis and blank spaces shall be retained in the draft Agreement and shall be suitably modified/ filled after completion of the bid process to reflect the particulars relating to the Selected Bidder and other post-bid particulars.

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(D) Authority issued a Letter of Award No. …….. dated ……. (hereinafter called the "**LOA**") to the Selected Bidder requiring, *inter alia*, the execution of this Agreement within [●] days of the date of issue thereof.

(E) Pursuant to the issuance of LOA by Authority, the Selected Bidder shall be designated as the Operator. In case, the Selected Bidder proposes to form a SPV in accordance with the provisions of the RfP, such SPV shall be incorporated as a private limited company under the Companies Act, 2013 and designated as the Operator which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement for undertaking the Project.

(F) (to be added only if the SPV of the Selected Bidder is signing the Concession Agreement) By its letter dated ……., the Operator has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Agreement pursuant to the LOA. The Authority has agreed to the said request of the Operator, has accordingly agreed to enter into this Agreement with the Operator for Supply, Operation and Maintenance of Buses, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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Date : 23-09-2025

ARTICLE-1 : DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters are defined in this Agreement (including those in Article 43) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;

(f) references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;

Signature :-
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(g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(i) any reference to "**hour**" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;

(j) any reference to a day shall mean a reference to a calendar day;

(k) reference to a "**business day**" shall be construed as reference to a day (other than a Sunday and public holiday) on which banks in [Delhi] are generally open for business;

(l) any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;

(m) any reference to a "**quarter**" shall mean a reference to the period of 3 (three) months commencing from April 1, July 1, October 1, and January 1, as the case may be;

(n) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

(o) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(p) the words importing singular shall include plural and vice versa;

(q) references to any gender shall include the other and the neutral gender;

(r) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

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(s) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(t) references to the **"winding-up"**, **"dissolution"**, "**insolvency**", or "**reorganization**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

(u) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (u) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(v) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;

(w) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(x) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

(y) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

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(z) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Operator to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

1.4 Priority of agreements, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents including RfP forming part hereof or referred to herein, i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b).

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

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(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

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2. Part II Scope of the Agreement

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ARTICLE-2 : SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

The scope of the Agreement (the "**Scope of the Agreement**") shall mean and include, during the Contract Period:

(a) Designing, manufacturing, procurement and supply of the 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;

(c) Equip, Operate and Maintain the Maintenance Depots on the Depot Sites specified in Schedule-A, in accordance with the provisions of this Agreement.

(d) Development, Operation and Maintenance of allied electric and civil infrastructure of the Charging Infrastructure at the Maintenance Depots for charging of the Buses.

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ARTICLE-3 : AWARD OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby awards to the Operator the right to design, manufacture, procure, supply, Operate and Maintain the Buses, Install, Operate and Maintain the Charging Infrastructure and Equip, Operate and Maintain the Maintenance Depots (the "**Concession**") for a period commencing on and from the Appointed Date and ending on the date (the "**Contract Period**")

(i) falling 12 (twelve) years for Type-I bus services after the last lot COD; or
(ii) on which average utilisation of: 10,00,000 km for all 9m and 12 m Buses, whichever is earlier, and the Operator hereby accepts the Concession and agrees to implement the same as its obligation subject to and in accordance with the terms and conditions set forth herein.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Operator to:

(a) Design, manufacture, procure, and supply the Buses in accordance with Applicable Laws, Applicable Permits, the Specifications and Standards, the Designs and Drawings and the provisions of this Agreement;

(b) Operate and Maintain the Buses in accordance with Applicable Laws, Applicable Permits, Good Industry Practices and the provisions of this Agreement;

(c) Right of Way, access and licence in respect of the Depot Sites for performing its Maintenance Obligations in accordance with the provisions of this Agreement;

(d) Undertake the Fit Out Works and Operate and Maintain the Maintenance Depots in accordance with the provisions of this Agreement;

(e) Install, Operate and Maintain the Charging Infrastructure in accordance with the provisions of this Agreement;

(f) Perform and fulfil all of the Operator's obligations under and in accordance with this Agreement;

(g) Save as otherwise provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Operator under this Agreement;

(h) Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement nor transfer, sub-lease, sub-licence 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;

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ARTICLE-4 : CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 The Authority and the Operator shall meet the Conditions Precedent as defined in this section after Agreement signing. Save and except as provided in Articles 4, 7, 8, 9, 10, 13.4, 13.6, 16.5, 21, 29, 30, 35, 37, 39 and 42, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**"). Provided, however, that a Party may grant a waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.

4.1.2 The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

(a) handed over to the Operator unencumbered and vacant possession and Right of Way to those Maintenance Depots that are required to be handed over prior to the Appointed Date in accordance with the provisions of Clause 10.2.4;

(b) procured all Authority Applicable Permits as specified in Schedule-C;

(c) subject to Clause 4.1.3(a), executed the Escrow Agreement;

(d) subject to Clause 4.1.3(b), executed the Substitution Agreement;

(e) if not already provided as on the date of this Agreement, the Authority shall, within 30 (thirty) days from the date of this Agreement, submit the Deployment Plan to the Operator in accordance with Clause 16.5.

Provided that upon request in writing by the Authority, the Operator may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.2. For the avoidance of doubt, the Operator may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.3 The Conditions Precedent required to be satisfied by the Operator shall be deemed to have been fulfilled when the Operator shall have:

(a) executed the Escrow Agreement;

(b) executed the Substitution Agreement;

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(c) delivered to the Authority from the Consortium Members, their respective}[2] confirmation, in original, of the correctness of their representations and warranties set forth in sub-clauses (k), (l) and (m) of Clause 7.1;

(d) procured all the Operator Applicable Permits specified in Schedule-C, as applicable, required for the Fit Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws;

(e) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Operator;

(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s);

(g) complied with its obligations as set out in Clause 13.4 (Prototype);

(h) delivered to the Authority a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof;

(i) executed the Product Warranty Undertaking as specified in Schedule-W;

(j) executed the Comprehensive Maintenance Agreement as specified in Schedule-Z; and

(k) Provide CMVR type- approval, homologation certificate for the Electric Bus (100% battery operated) being supplied under this Agreement from the designated testing center in India.

Provided that upon request in writing by the Operator, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within 16 weeks from the date of this Agreement and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing, at least once a month on the progress made in satisfying the Conditions Precedent and expected date of complying with all Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

[2] **Drafting Note** – Delete if not applicable.

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4.1.6 The Operator shall, upon satisfaction or waiver, as the case may be, of all the respective Conditions Precedent, notify the Authority of the occurrence of the Appointed Date.

4.2 Satisfaction of the Conditions Precedent

(a) Unless otherwise specified, the Operator and the Authority shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 16 weeks from the date of this Agreement (the **Scheduled CP Satisfaction Date**).

(b) If any Party fails to satisfy any Condition Precedent that it is required to fulfil by the Scheduled CP Satisfaction Date due to:

(i) a Force Majeure Event;

(ii) a Change in Law;

(iii) in case of the Operator, undue delay by the relevant Government Authority in granting any Operator Applicable Permit, despite the Operator having applied for such Operator Applicable Permit within the specified timelines, on payment of the prescribed fees and having complied with the requirements of Applicable Laws in making such application; or

(iv) delay by the other Party in fulfilling any Condition Precedent required to be satisfied by them or in performing any other obligation under this Agreement, which impacts its ability to satisfy its Conditions Precedent,

then the Scheduled CP Satisfaction Date for the affected Party shall be extended on a day-for-day basis for the period of such delay.

(c) Each Party shall cooperate and use its reasonable efforts to assist the other Party in satisfying its Conditions Precedent.

4.3 Damages for delay by the Authority

(a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in Clause 4.1.2 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, 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 beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole

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discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.3 until the date on which the Operator shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.

(b) Upon termination of this Agreement pursuant to Clause 4.3 (a), the Authority shall return the Performance Security submitted by the Operator subject to the Operator having paid in full any amounts due and payable by it to the Authority as on the date of termination.

4.4 Damages for delay by the Operator

(a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, 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 fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Authority may, in its sole 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 fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.

(b) Upon termination of this Agreement pursuant to Clause 4.4 (a), the Authority shall encash the Performance Security submitted by the Operator.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2, 4.3 and 4.4 and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 400 (four hundred) days of the date of this Agreement or any other mutually extended period agreed by the Parties, all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is on account of the Authority failing to fulfil its Conditions Precedent, the Authority shall return the Performance Security submitted by the Operator subject to the Operator having paid in full any amounts due and payable by it to the Authority as on the date of termination. Further, in the event the delay in occurrence of the Appointed Date is on account of the Operator failing to fulfil its Conditions Precedent, the Authority shall encash the Performance Security submitted by the Operator.

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ARTICLE-5 : OBLIGATIONS OF THE OPERATOR

5.1 Obligations of the Operator

5.1.1 The Operator shall procure the Buses as per the Delivery Schedule provided in Schedule-G hereto for providing the Services in accordance with the Deployment Plan and in accordance with the terms and conditions of this Agreement.

5.1.2 Without affecting the generality of the provisions contained in Clause 5.1.1 above, the Operator shall procure at its cost and expense, all Operator Applicable Permits from Government Instrumentalities including but not limited to the certificate of registration, certification of fitness from the relevant Regional Transport Office (RTO) having jurisdiction over the Project for all Buses and shall Operate and Maintain the Buses in accordance with the terms and conditions of this Agreement.

5.1.3 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the Fit Out Works and Operation and Maintenance of the Maintenance Depots for the maintenance of Buses and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.4 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the design, engineering, procurement, installation and Operation and Maintenance of the Charging Infrastructure and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.5 Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply") including all allied Electric and Civil Infrastructure and its maintenance along with service equipment, tools and facilities required as may be required for day- to-day operations and maintenance of the buses .The Operator shall procure, install, operate and maintain adequate metering equipment for the Charging Infrastructure to accurately record throughout the term of this Agreement the electricity consumed for charging the Buses.

5.1.6 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.7 The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.

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5.1.8 The Operator may maintain requisite number of additional Buses as spare to achieve Key Performance Indicators (KPI) as per Article 20 of this Concession Agreement.

5.1.9 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Operator shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice.

5.1.10 Operator/Authority shall have the right to prepare and monetize the carbon assets generated for the buses deployed under the PM E-DRIVE scheme. This means that it shall have the right to register the project under any scheme launched by the Government of India in this regard and/ or voluntary market registries. The revenue from monetization of any carbon assets from the operations of the Buses and any carbon credits generated from bus operations during the Contract Period shall be split on a 50-50 basis between Authority and Operator as per their mutual agreed terms and conditions.

5.1.11 The Operator shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining the Operator Applicable Permits and any other Applicable Permits other than the Authority Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining renewals or extensions of any Authority Applicable Permits after the Appointed Date;

(c) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Buses, Maintenance Depots and Charging Infrastructure;

(d) perform and fulfil its obligations under the Financing Agreements;

(e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(f) ensure that its Contractors comply with all Operator Applicable Permits (Including Schedule C) and Applicable Laws and Good Industry Practices in the performance by them of any of the Operator's obligations under this Agreement;

(g) bear and pay for all electricity consumed for the purposes of performing the Operator's obligations or exercising its rights under this Agreement, including without limitation, all electricity required for, or in relation to the Fit Out Works, Operation and Maintenance of the Maintenance Depot (including the Charging Infrastructure) and Operation & Maintenance of the Buses (which, for the avoidance of doubt includes any electricity required for charging the Buses), provided that the Operator may claim from the Authority such amounts towards reimbursement of such electricity cost pursuant to Clause 22.5;

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(h) always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;

(i) ensure that Users are treated with due courtesy and provided with ready access to services and information;

(j) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(k) take all reasonable precautions for the prevention of accidents on or around the Maintenance Depots and provide all reasonable assistance and emergency medical aid to accident victims; and

(l) vacate and handover peaceful possession of the Maintenance Depots to the Authority upon Termination of this Agreement or expiry of the Contract Period, in accordance with the provisions of this Agreement.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Operator shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in any other Project Agreements or any other agreement, and no default under any other Project Agreement or agreement shall excuse the Operator from its obligations or liability hereunder.

5.2.2 The Operator shall submit to the Authority the drafts of all Project Agreements (to which the Authority is not a party) or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Operator shall submit to the Authority a true copy thereof, duly attested by a Director or any person authorized by the Board of Directors of the Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Operator shall not make any addition, replacement or amendments to any of the "**Financing Agreements**" without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of increasing the Total Project Cost, and in the event that any replacement or amendment is made without such consent, the Operator shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, and subject to this Clause 5.2.3, no prior consent of the Authority shall be required for restructuring or rescheduling of the debt of the

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Operator provided such restructuring or rescheduling does not result in an increase in the Total Project Cost.

5.2.4 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Depot Sites, without prior written approval of the Authority, which approval the Authority shall not unreasonably withhold or delay unless, such sub-lease, sub-license, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement or Applicable Laws.

5.2.5 The Operator shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Operator in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality subject to the Operator issuing a notice of reminder to the Authority at least 15 (fifteen) days prior to the expiry of the aforesaid 90 (ninety) day period. The Operator expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.6 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 subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. Provided however, that this Clause 5.2.6 shall not apply to any subcontracts entered into by the Operator for the provision of any housekeeping or basic office support staff services. For the avoidance of doubt, it is expressly agreed that approval of the Authority under this Clause 5.2.6 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.

5.2.7 **Product Warranty by the OEM to the Authority**

In case of Termination of the Agreement, the OEM warranties Product restoration to ensure continuous operation of Buses and other infrastructure provided by the Operator under this Agreement. The Product Warranty Undertaking to be executed by the OEM is at Schedule W. In addition to the Product Warranty, OEM also agrees to execute Comprehensive Maintenance Contract as specified in Schedule Z.

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For the purpose of clarity, it is mentioned that a specific distinction between OEM and its Associate/Parent is specifically made. The Agreements referred herein shall be signed by OEM i.e. manufacturing the e-Buses.

5.3 Obligations relating to Change in Ownership

5.3.1 The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty-five per cent) or more of the total Equity of the Operator; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him,

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority pursuant to this Clause 5.3.2 hereunder shall be limited to a 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 from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Selected Bidder (or Lead Member in case of a consortium) or its holding company by another entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Operator;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or

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companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Operator; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Operator, not less than half of the directors on the Board of Directors of the Operator or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Operator shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Operator.

5.4 Obligations relating to employment of foreign nationals

The Operator acknowledges, agrees and undertakes that employment of foreign personnel by the Operator and/or its Contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Operator and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Operator or any of its Contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Operator from the performance and discharge of its obligations and liabilities under this Agreement. Provided that, the Authority shall provide reasonable assistance to the Operator, if required, in relation to applying for any employment/residential visas and work permits in accordance with Clause 6.1.2(l).

5.5 Obligations relating to employment of personnel

5.5.1 The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.5.2 The Operator shall observe Equal Opportunity employment practices. Operator shall provide adequate women-friendly facilities at depots for women and other socially disadvantaged groups. The Operator shall submit an annual statement to the Authority in this regard showing the positive actions taken to encourage employment of women, specially-abled and other socially disadvantaged groups and results thereof duly classified by gender, disability and other social disadvantage.

5.5.3 Prior to engaging any driver for operating the Buses, the Operator shall ensure that each such driver receives a combination of classroom instruction and behind-the-wheel instruction, sufficient to enable each driver to operate the Bus in a safe and efficient manner in terms of this Agreement.

5.5.4 The Authority may require the Operator to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project, who in the opinion of the Authority:

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(a) persists in any misconduct;

(b) is incompetent or negligent in the performance of his duties;

(c) fails to conform with any provisions of this Agreement; or

(d) persists in any conduct which is prejudicial to the safety and security of the passengers and general public,

in each case, subject to provision of reasonable evidence.

5.5.5 The Operator shall be solely and exclusively responsible for all drivers, employees, workforce, personnel and staff employed or contracted for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under its continued supervision to (i) provide Bus Service in a safe and efficient manner to the public; and (ii) carry out all other obligations of the Operator as set out in this Agreement. Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such foregoing personnel and staff of the Operator at any point of time during the Contract Period or thereafter; the Operator undertakes to hold harmless and keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party.

5.5.6 The Operator shall ensure that all drivers, personnel and staff wear uniforms as approved by the Authority. The Operator shall at its own cost and expense, provide uniforms and shall ensure that drivers and any other personnel and staff employed by it shall, at all times, wear clean uniforms while on duty or doing any act in relation to the Project.

5.5.7 The Operator shall be responsible for all the costs and expenses for employment of drivers and other personnel including but not limited to expenses for travel, training of its employees, and payment to vendors engaged by the Operator in connection with the implementation of this Project.

5.5.8 The Operator shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Operator's obligations under this Agreement by exercising appropriate supervision and control;

5.5.9 The Operator shall be responsible for employing any and all competent manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause 5.5.12.

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5.6 Advertisement and Branding of Buses

The Buses or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Operator or its shareholders, save to the extent as provided in Clause 16.7. Provided that, the Operator may affix the brand logo, make and model of the Bus at the front and rear end of the Bus. The Operator undertakes that it shall not, in any manner, use the name or identity of its shareholders to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Operator may, at every Maintenance Depot, display its own name at a spot where other public notices are displayed for the Users.

5.7 Obligations regarding risk of loss or damage

5.7.1 The Operator shall bear the risk of loss in relation to each Bus for the performance of its Operation and Maintenance obligations hereunder.

5.7.2 Notwithstanding the Operator's obligations under Article 37, the Operator shall take or cause to be taken all steps necessary under Applicable Laws to protect the Authority against claims by other parties with respect thereto in accordance with the terms and provisions of this Agreement.

5.8 Obligations relating to information

5.8.1 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers to be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith and in the manner and form required by the Authority.

5.8.2 After receiving a notice from the Authority for reasoned comments on the accuracy and text of any information relating to the Operator's activities under or pursuant to this Agreement which the Authority proposes to publish, the Operator shall provide such comments to the Authority in the manner and form required by the Authority.

5.9 Obligations relating to aesthetic quality

The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Operator shall engage a professional architect, town planner and consultants of repute for ensuring that the design of the Buses and Maintenance Depots meets the aforesaid aesthetic standards.

5.10 Obligations relating to noise control

The Operator shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Buses and the Maintenance Depots and its impact on the Users and the surrounding neighbourhood.

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5.11 Facilities for physically challenged and elderly persons

The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Buses. To the extent that Good Industry Practices require the implementation of higher standards than those set out by the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator shall adhere to such higher standards.

5.12 Obligations relating to Charging Infrastructure

The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging a minimum 50 (fifty) Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructure are used only for the purpose of charging of Buses and no other purpose whatsoever.

5.13 Obligations relating to appointment of Drivers and Staff

a. The Operator shall provide a driver with valid driving license issued by the competent authorities under the Applicable Laws, including Motor vehicles Act, 1988 having experience of 2 years to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge, age within 21 to 60 years.

b. The Operator shall appoint drivers for operating the buses by taking into Police verification of individual candidate.

c. The Operator or its sub-contractor shall have to make payment to the driver's bank account through RTGS/ NEFT mode only.

d. The driver while on duty should have valid identity cards as required under M.V. Act/Rules (Motor Vehicle Act and Rules).

e. The driver along with vehicle should report for duty in a neat and clean uniform prescribed by Authority, at the assigned depot and at the assigned time. Similarly other staff members employed by the operator should use uniform prescribed by Authority.

f. The Operator shall provide the list of all employees with their residential addresses, mobile nos. to the Authority.

g. The Operator shall not employ category of persons as drivers for operating of Buses who were employed on any other bus service and were replaced by the owner/co-owner on a complaint made against him by the Authority.

h. The Operator shall ensure that no employee working with him also at the same time works on the roll of Authority or any other organization.

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i. A driver employed by the Operator shall undergo the medical fitness examination by medical officer of Authority at appropriate cost or any other reputed hospital / medical institution from the City and he/she will be permitted to ply the vehicles only if he/she is fit for the job of driver to drive the Buses as mentioned herein.

j. The Operator shall not deploy any drivers which have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle and such drivers should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last [3] years preceding the date of execution of the Agreement;

k. However, Authority may require the Operator to remove any person employed by it for the Bus Services, who in the opinion of Authority:

   i Persists in any misconduct,

   ii Is incompetent or negligent in the performance of his/her duties,

   iii Fails to conform with any provisions of the Tender/Agreement, or

   iv Persists in any conduct which is prejudicial to safety, health, or the protection of the general public/ environment.

   v Is a person convicted by a competent court of law.

   vi Is a person who is involved in any fatal accident.

l. Operator be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement.

m. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.

n. Provided, however Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the operator shall keep Authority indemnified in this regard.

o. Ensure that all drivers, personnel and staff are well behaved with passengers.

p. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms are worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under the Agreement.

q. The Operator shall be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of the Agreement.

r. The Operator shall make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Successful

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Bidder's obligations under this Agreement and shall at all times be the principal authority in respect of such labor and personnel.

s. The Operator and their employees will not be held eligible for facility of free travel on the Buses herein or any other bus belonging to Authority and they will have to abide by the rules as are applicable to the other members of the public including payment.

t. Simulators for driver training (minimum 1 simulator for each city in which Operator has deployed Buses under the PM E-DRIVE scheme)

5.14 Obligations of the Operator under Labour codes and Rules

5.14.1 The Operator shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Labour codes and the Rules.

5.14.2 In respect of all labour directly or indirectly employed in the contract for the performance of the Agreement, the Operator shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable.

5.14.3 The Operator shall pay the wages as per the Minimum wages notified by the concerned Labour department of that State/ UT as notified by the State Government/Union Territory, through the bank transfer.

5.14.4 The Operator should also ensure statutory compliance in regard to its employed workforce including but not limited to the following:

i) Compliance of minimum wages Act by payment of wage on 7th of every month through Bank
ii) Compliance of provision of ESI Act, EPF Act, Bonus Act and Employees Compensation Act, ESI registration
iii) Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.
iv) Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.
v) Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.
vi) PF Registration issued by the Regional Provident Fund Commissioner/ Competent Authority
vii) Annual submission of PF compliance certificate duly certified by a CA

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ARTICLE-6 : OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

(a) as a part of the Deployment Plan, provide the Operational Routes to be undertaken by the Operator as detailed in Clause 16.4 herein and in accordance with the Deployment Plan;

(b) subject to and on the terms and conditions of this Agreement, the Authority shall handover peaceful and unencumbered possession of Maintenance Depots, which meet the Minimum Maintenance Depot Specifications, to the Operator in accordance with the timelines set out in Clause 10.2.5;

(c) provide the Operator with adequate Right of Way and license to use the Maintenance Depots in accordance with the provisions of this Agreement;

(d) at its own cost and expense, provide, or cause to be provided, road connectivity (sufficient for the movement of the Buses and other vehicles and machinery required for the Operation and Maintenance of the Maintenance Depots) to the nearest motorable road, at any location at the boundary of the Maintenance Depots in accordance with Clause 12.1;

(e) procure and provide to the Operator, electricity connections (at the available HT metering level, 11/22/33 kV connection) along with auxiliary electrical connection at the Maintenance Depots specified in Schedule-A for charging of the Buses, operation of the Charging Infrastructure and maintenance depot, along with all requisite permissions, approvals and licenses in relation to the utilisation by the Operator of such electricity connection.

(f) bear the cost of additional electricity charges payable in relation to the charging of the Buses in accordance with Clause 22.5;

(g) procure and provide access and connections, at its cost, to municipal water and sewage disposal utilities for the Maintenance Depots, provided that the Operator shall remain liable to pay any regular bills raised by the relevant Government Instrumentality for the use of such utilities;

(h) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide all reasonable support and assistance to the Operator in procuring the Operator Applicable Permits;

(i) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

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(j) support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(k) upon written request from the Operator and subject to the provisions of Clause 5.4, provide reasonable assistance to the Operator and any expatriate personnel of the Operator or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Operator or its Contractors their obligations under this Agreement.;

(l) The Authority shall bear passenger tax from revenue collection and/or from applicable passenger taxes levied by State Transport Authorities from operations in jurisdictions outside the registered state for interstate operations. Additionally, the Authority shall also bear the cost of tolls from operations of buses as per the deployment schedule. The above-mentioned costs shall be reimbursed to the operator by the Authority on submission of actual receipts by the Operator.

(m) Collection of fares and shall also bear the associated costs for such activity.

6.1.3 The following minimum depot infrastructure and its maintenance shall be provided by Authority:

a) Proper drainage system at the depot to avoid stagnation of water .

b) The depot pavement shall be concretized or blacktopped.

c) Adequate parking area (approx. 150 sq.m. per bus including basic depot requirements, such as parking, workshops, staff amenities, administrative block, etc.) for parking of buses allocated to the depot and additional space for parking the spare Buses deployed by the Operator.

d) Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, fire hydrant System, Street light, depot yard lighting, septic tank, workshop sheds (for washing facilities, maintenance / service pits @ 2 pits per 50 buses).

e) Boundary wall: minimum 2 m height (with 0.6m railing optional).

In case of existing depots, wherein the buses are already in operations, the authority shall carry-out the required renovation of the above civil and electrical works.

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ARTICLE-7 : REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Operator

The Operator represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) along with its Associates, it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of the Selected Bidder/ any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

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(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 2 years from COD and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period.

(l) {the Selected Bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(m) {the Selected Bidder/ each Consortium Member} is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Operator pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(n) all its rights and interests in the Buses (if applicable pursuant to Clause 33.4), Maintenance Depots (including the Charging Infrastructure) shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and

(q) all information provided by the {Selected Bidder/ Consortium Members} in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Operator that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

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(b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) it has complied with Applicable Laws in all material respects;

(g) it has good and valid right to the Depot Sites and Maintenance Depots, and has power and authority to grant a licence, in respect thereto to the Operator;

(h) it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Operator, subject to and in accordance with the provisions of this Agreement; and

(i) it shall enable personnel of the Operator to travel on board the Buses for the purpose of discharging the Maintenance Obligations in accordance with the provisions of this Agreement and Good Industry Practice.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

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ARTICLE-8 : DISCLAIMER

8.1 Disclaimer

8.1.1 The Operator acknowledges that prior to the execution of this Agreement, the Operator has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, this Agreement, the Specifications and Standards, the Depot Sites, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Authority and/ or CESL or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator, the {Selected Bidder/ Members of Consortium} and its Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Operator pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the Operator and the Authority shall not be liable in any manner for such risks or the consequences thereof.

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3. Part III Development and Operations

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ARTICLE-9 : PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Operator shall, for the performance of its obligations hereunder till expiry of the Contract Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [**** (Rupees *******)][3] 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.

9.1.2 The Parent/ Associate of the Operator whose financial credentials were used by the Selected Bidder can also provide security on behalf of the Operator, provided that such Parent/ Associate in addition to Schedule-D submit a board resolution authorizing the Authority to invoke such Performance Security as per the provisions of the Concession Agreement.

9.2 Appropriation of Performance Security

9.2.1 The Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate, from time to time and as many times as required by the Authority, from the Performance Security such amounts as may be due to it under this Agreement, including in respect of any Damages payable by the Operator for a failure to perform its obligations under this Agreement, for an Operator Default or for failure to meet any Condition Precedent, in accordance with the terms of this Agreement.

9.2.2 Upon any encashment and appropriation from the Performance Security by the Authority, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the performance security to the level required as per Clause 9.3.1, i.e., the applicable level prevailing at that time , and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32.

9.3 Release of Performance Security

9.3.1 The Performance Security shall remain in force and effect during the Contract Period and shall be returned in four equivalent installment after every 3 years from the date of COD or upon Termination of this Agreement due to an Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any amounts due and payable by the Operator to the Authority in accordance with the terms of this Agreement.

9.3.2 If the Performance Security is scheduled to expire before the end of the release period as per 9.3.1, then the Operator shall obtain an extension of the Performance Security or furnish a new

[3] Calculated at approximately 3% (Three per cent) of the Total Project Cost.

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Performance Security in the form set forth in Schedule-D at least 30 (thirty) days prior to the expiry of the Performance Security. If the Operator fails to extend or replace the Performance Security, the Authority shall be entitled to claim the entire amount then available under the Performance Security and retain such amount as a cash security until such time as the Operator submits an extension or replacement of the Performance Security to the satisfaction of the Authority.

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ARTICLE-10 : RIGHT OF WAY FOR DEPOTS

10.1 Site for the Maintenance Depots

The site(s) for the Maintenance Depots shall comprise the real estate described in Schedule-A and in respect of which a license shall be provided and granted by the Authority to the Operator as a licensee under and in accordance with this Agreement (the "**Depot Site(s)**") in order for the Operator to carry out and perform its obligations under this Agreement.

10.2 Licence and Right of Way for Maintenance Depots

10.2.1 The Authority hereby grants to the Operator access to the Depot Site(s) for carrying out, at its sole risk and expense, any surveys, investigations and soil tests that the Operator may deem necessary prior to the Appointed Date. The Operator expressly agrees that the Authority shall have no liability whatsoever in respect of any survey, investigations and tests carried out or work undertaken by the Operator on or about the Depot Site(s) pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the license fee of Re.1 (Rupee One) per annum, this Agreement and the covenants and warranties on the part of the Operator herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Operator, effective from the dates specified in this Clause 10.2, leave and licence rights in respect of the Maintenance Depots at is the locations described, delineated and shown in Schedule-A hereto (the "**Licensed Premises**"), free of any Encumbrances, to develop, equip, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of this Agreement and, solely for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The Authority shall ensure that the Maintenance Depots handed over to the Operator under this Agreement comply in all respects with the Minimum Maintenance Depot Specifications.

10.2.4 The Authority shall, in accordance with the timelines prescribed in Clause 4.1.2, provide and grant to the Operator, vacant access, constructive possession and licenses to possess the following Maintenance Depots:

(a) the Maintenance Depot situated at {****}; and

(b) the Maintenance Depot situated at {***}.[4]

10.2.5 On and from the Appointed Date, the Authority shall provide and grant to the Operator, vacant access, constructive possession including right of way to the maintenance depot and license to possess additional Maintenance Depots, if any in line with the Delivery Schedule so as to

[4] **Drafting Note** – List of Maintenance Depots being handed over by the Authority prior to the Appointed Date to be finalized and populated at the time of signing of concession agreement.

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enable the Operator to deploy the Buses in accordance with the Deployment Plan. The timeline accordance with this Clause 10.2.5 below:

(a) within [3 (three)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s) situated at {****};
(b) within [6 (six)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s) situated at {****};……
(c) within [9 (Nine)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s) situated at {****};……

(each of the above dates, a "**Scheduled Maintenance Depot Handover Date**").

10.2.6 Subject to Clause 10.2.7 below, in the event that the Authority fails to provide vacant access, constructive possession and license to possess the Maintenance Depots specified in Clause 10.2.5 above, which comply with the Minimum Maintenance Depot Specifications, on or prior to the respective Scheduled Maintenance Depot Handover Date, it shall pay to the Operator as Damages, Rs. 10,000 (Rupees ten thousand) per day per depot for each day of delay until, for all the Maintenance Depots required to be handed over by the Authority, vacant access, constructive possession and license to possess thereof is delivered to the Operator in accordance with the requirements of this Agreement.

10.2.7 If the Authority is unable to handover, to the Operator, Maintenance Depots which meet the Minimum Maintenance Depot Specifications by the relevant Scheduled Maintenance Depot Handover Date, then the Authority may, by way of a written notice provided at least 30 (thirty) days prior to the relevant Scheduled Maintenance Depot Handover Date, require the Operator to takeover possession and control of the Maintenance Depot on an "as is where is" basis. On and from the date on which the Operator takes over peaceful, vacant and unencumbered possession of the Maintenance Depot, the Operator shall, at the cost of the Authority and without prejudice to its obligations to carry out the Fit Out Works, undertake and perform all such works and activities that may be required in order to ensure that the Maintenance Depot meets the Minimum Maintenance Depot Specifications. The scope of work required to be undertaken by the Operator in this regard, including the costs payable by the Authority for such work, shall be mutually discussed and agreed by the Parties by way of a Change of Scope Order. The Operator shall also be entitled to a mutually agreed extension of the Scheduled Maintenance Depot Completion Date, with such extension being not less than 90 (ninety) days.

10.2.8 Notwithstanding the provisions of Clause 10.2.2, the licence granted in respect of the Licensed Premises hereunder shall expire in respect of such Licensed Premises upon the transfer of the relevant Maintenance Depots upon the early termination or expiry of this Agreement.

10.2.9 The Operator hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Operator, a transfer or surrender of the license granted/ to be granted hereunder at any time after the Contract Period has expired or has been terminated earlier in terms hereof, sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Operator consents to it being registered for this purpose.

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10.3 Handover of the Licensed Premises

10.3.1 For each Maintenance Depot that is to be handed over to the Operator pursuant to the terms of this Agreement, after the Appointed Date, the Authority's Representative and the Operator shall, on a mutually agreed date and time, inspect the Licensed Premises and prepare a memorandum containing an inventory of the Licensed Premises including the vacant and unencumbered land, buildings, structures, road works and trees on or attached to the Licensed Premises. Such memorandum shall have appended thereto a statement (the "**Appendix**") specifying in reasonable detail those parts of the Licensed Premises to which vacant possession has not been granted to the Operator. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence and Right of Way to the Operator for free and unrestricted use and development of the vacant and unencumbered Licensed Premises during the Contract Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that possession with respect to the parts of the Licensed Premises as set forth in the Appendix shall be deemed to have been granted to the Operator upon vacant access thereto being provided by the Authority to the Operator.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Licensed Premises or such area as maybe mutually decided between the parties. and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 21.1.1.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Operator shall maintain a round-the-clock vigil over the Licensed Premises and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Operator shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 DELETED

10.3.5 The Operator may, if so requested by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for ancillary buildings or for construction of works specified in any Change of Scope Order issued under Article 15, in accordance with this Agreement and upon procurement, such land shall form part of the Licensed Premises and vest in the Authority; provided that the Operator may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith. Provided further that the cost of land acquired under this Clause 10.3.5 shall be borne by the Authority in accordance with Applicable Laws and that the land to be acquired by the Authority hereunder as a part of the Licensed Premises shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired

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for the ancillary buildings, electric sub-stations and approach roads thereof shall conform to the provisions of Schedule-A. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.4 Maintenance Depot to be free from Encumbrances

The Maintenance Depots made available by the Authority to the Operator pursuant hereto shall be free from all Encumbrances and occupations and without the Operator being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition, development, possession and use of such Licensed Premises for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement.

10.5 Protection of Site from encroachments

During the Contract Period, the Operator shall protect the Licensed Premises from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Operator to place or create any Encumbrance or security interest over all or any part of the Licensed Premises or the Project Assets, or on any rights of the Operator therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Access to the Authority

The licence, Right of Way and right to the Licensed Premises granted to the Operator hereunder shall always be subject to the right of access of the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.7 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Operator under this Agreement, and the Operator hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest. Such rights, interest and property on or under the Depot Sites shall vest in and belong to the Authority or the concerned Government Instrumentality. The Operator shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority and any other concerned Government Instrumentality forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Operator hereunder shall be reimbursed by the Authority and to the extent that the Fit Out Works have been impeded as a result, the Operator shall be given an extension of time. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period so as to enable the Operator to continue the Fit Out Works with such modifications as may be deemed necessary.

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10.8 Felling of trees

The Authority shall procure any Applicable Permits required for felling of trees to be identified by the Operator for this purpose if and only if such trees cause a material adverse effect on the Fit Out Works or the Operation and Maintenance of the Maintenance Depots, as the case may be. In the event of any delay in felling thereof for reasons beyond the control of the Operator, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Operator and any revenues thereof shall be paid to the Authority.

10.9 Unforeseen Site Conditions

If, after the Maintenance Depots are handed over the Operator in accordance with this Article 10, the Operator encounters any adverse physical conditions at the Licensed Premises, which could not have been reasonably foreseen by acting in accordance with Good Industry Practices, the Operator may seek a Change of Scope in accordance with Article 15. Upon receipt of a request for a Change of Scope due to unforeseen conditions relating to the Licensed Premises, if, in the opinion and sole discretion of the Authority, such conditions could not have been reasonably foreseen by a prudent developer acting in accordance with Good Industry Practices, then the Authority shall issue a Change of Scope Order in accordance with Article 15. Any decision of the Authority regarding the existence of any unforeseen conditions relating to the Licensed Premises shall be final and binding.

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ARTICLE-11 : UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Operator shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Depot Site(s) are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Operator, initiate and undertake at its cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

The Operator shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Depot Site if and only if such utility causes or shall cause a Material Adverse Effect on the Fit Out Works, Operation or Maintenance of the Maintenance Depots. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Operator shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

11.3 New utilities and transport systems

The Operator shall allow, subject to such conditions as the Authority may specify, access to, and use of the Depot Sites for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Operator, the Authority shall pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Depot Site(s) under this Clause shall not in any manner relieve the Operator of its obligation to undertake the Fit Out Works and Operate and Maintain the Maintenance Depot in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

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ARTICLE-12 : COMPLETION OF THE MAINTENANCE DEPOTS

12.1 Road Connectivity

The Authority shall, at its own cost and expense, provide, or cause to be provided road connectivity (sufficient for the movement of the Buses and other vehicles and machinery required for the Operation and Maintenance of the Maintenance Depots) between the boundary of the relevant Maintenance Depot and the nearest motorable road, by no later than the timeline specified in Clause 10.2.4 and 10.2.5.

12.2 Obligations prior to commencement of construction

Prior to commencement of the Fit Out Works, the Operator shall:

(a) submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Fit Out Works at the Maintenance Depots (including installation of the Charging Infrastructure);

(b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of the Fit Out Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) make its own arrangements for quarrying of materials needed, if any, for the Maintenance Depot under and in accordance with the Applicable Laws and Applicable Permits.

12.3 Maintenance during Fit Out Period

While undertaking the Fit Out Works, the Operator shall maintain, at its cost, the existing roads along the alignment of the Maintenance Depots so that their traffic worthiness and safety are at no time materially inferior as compared to their condition 7 (seven) days prior to the date on which such Maintenance Depots are handed over by the Authority, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Operator may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of the Fit Out Works and conforms to Good Industry Practice. For the avoidance of doubt, it is agreed that the Operator shall at all times be responsible for ensuring safe operation of the existing roads along the alignment of the Maintenance Depots.

12.4 Drawings

In respect of the Operator's obligations relating to the Drawings of the Maintenance Depots as set forth in Schedule-F, the following shall apply:

(a) The Operator shall prepare and submit, with reasonable promptness, 3 (three) copies each of all Drawings to the Authority for review.

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(b) By submitting the Drawings for review to the Authority, the Operator shall be deemed to have represented that it has determined and verified that the design and engineering of the Fit Out Works, including the field construction criteria related thereto, are in conformity with the Scope of the Agreement, Specifications and Standards, Applicable Laws and Good Industry Practice.

(c) Within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its observations to the Operator with particular reference to their conformity or otherwise with the Scope of the Agreement and the Specifications and Standards. The Operator shall not be obliged to await the observations of the Authority on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue the Fit Out Works at its own discretion and risk. However, if the Authority fails to provide its observations on the Drawings submitted by the Operator within 30 (thirty) days of receipt of such Drawings, the Drawings shall be deemed to be approved subject to the Operator issuing a notice of reminder to the Authority at least 7 (seven) days prior to the expiry of the aforesaid 30 (thirty) day period.

(d) If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Agreement or the Specifications and Standards, such Drawings shall be revised by the Operator and resubmitted to the Authority for review. The Authority shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.

(e) No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any Drawings shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

(f) Within 90 (ninety) days of the issuance of the Maintenance Depot Completion Certificate for each Maintenance Depot, the Operator shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium and manner as may be acceptable to the Authority, reflecting the Fit Out Works actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Maintenance Depots and setback lines, if any, of the buildings and structures.

12.5 Completion of the Maintenance Depots

12.5.1 On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-E. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works within 8 weeks for 9m and 12 m Buses from the date on which each Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "**Scheduled Maintenance Depot Completion Date**") .

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12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.5.3 In the event that the Maintenance Depot Completion Date, for any Maintenance Depot, does not occur within 270 (two hundred and seventy) days from the relevant Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless the delay is on account of a Delay Event, the Authority shall be entitled to terminate this Agreement for an Operator Default and the consequences of such termination as set out in Article 33 shall apply.

12.5.4 Upon completion of the Fit Out Works at each Maintenance Depot, the Operator shall issue a notice to the Authority pursuant to which the Authority, or the Authority's Representative, shall, within 7 (seven) days from the date of such notice, inspect the Maintenance Depot to assess its conformity with the Specifications and Standards. If the Maintenance Depot complies with the Specifications and Standards, the Authority shall issue a completion certificate for the Maintenance Depot ("**Maintenance Depot Completion Certificate**"). If, however, pursuant to any inspection undertaken by the Authority, or the Authority's Representative, any defects or deficiencies are identified in the Maintenance Depot, the Operator shall, no later than 30 (thirty) days from the date of such notice, rectify and remedy such defects or deficiencies and shall issue a notice to the Authority pursuant to which the Authority may re-inspect the Maintenance Depot. The process set out in this Clause 12.5.4 shall continue until all defects and deficiencies in the Maintenance Depot have been rectified and the Authority has issued the Maintenance Depot Completion Certificate for such Maintenance Depot.

12.6 Extension of Time

12.6.1 Subject to Clause 12.6.2 below, the Operator shall be entitled to a day-for-day extension of the relevant Scheduled Maintenance Depot Completion Date and the Delivery Schedule if and only to the extent that performance of the Fit Out Works for such Maintenance Depot or the procurement of the Buses is, or will be, delayed due to a Delay Event.

12.6.2 The Operator shall promptly provide the Authority with:

a notice upon becoming aware of any Delay Event; and

(ii) a notice of its claim for extension the Scheduled Maintenance Depot Completion Date and Delivery Schedule, with such notice specifying the nature of the Delay Event, the extent of delay suffered or likely to be suffered by the Operator, the mitigation measures being taken or proposed to be taken by the Operator in order to minimise the impact of the Delay Event, and any other information relevant to claim such extension.

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Subject to Clause 12.6.3 below, the issuance of such notice within 7 (seven) days from the date the Operator became aware of the Delay Event shall be a condition precedent to the Operator's entitlement to an extension under this Clause 12.6.

12.6.3 Where a Delay Event has a continuing effect or where the Operator is unable to determine whether the effect of a Delay Event will actually cause delay to the Fit Out Works or procurement of the Buses, so that it is not practical for the Operator to provide notice in accordance with Clause 12.6.2 above, a statement to that effect with reasons together with any other relevant information shall be submitted in place of the notice required pursuant to Clause 12.6.2. In such an event, the Operator shall, as soon as reasonably practical, submit to the Authority the information required pursuant to Clause 12.6.2.

12.6.4 Without prejudice to the Operator's obligations to notify the Authority regarding the occurrence of a Delay Event above, the Operator shall: (i) keep and maintain records to accurately substantiate and establish claims for extensions under this Clause 12.6; and (ii) give the Authority access to such records and documents or provide the Authority with copies, if so requested.

12.6.5 If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Operator to an extension of time in accordance with this Clause 12.6, then the Operator shall not be entitled to an extension of time for the period of such concurrency.

12.6.6 The Operator shall not be entitled to any extension of time for any reason whatsoever, including due to:

(i) delay caused in complying with any instructions of the Authority which are directly attributable to any act or omission of the Operator;
(ii) failure of any Contractor to commence or carry out any work within the prescribed timelines;
(iii) unavailability or shortage of equipment, materials or any other resources (including any utilities); or
(iv) inclement weather conditions except in case of Force Majeure.

12.6.7 Any Dispute between the Parties with respect to the occurrence, length of subsistence or consequence of any Delay Event shall be settled in a final and binding manner in accordance with the Dispute Resolution Procedure.

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ARTICLE-13 : PROCUREMENT OF BUSES

13.1 Standards and Specifications

The Operator shall procure Buses meeting all the Specifications and Standards provided in Schedule-B.

13.2 Ownership of Buses

The Operator agrees that it shall be solely responsible for the procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of the Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator, or, where title and ownership of the Buses lies with any other Person pursuant to the terms of any Project Agreement, in the name of such Person, and the Authority shall not exercise any right, title, or interest over any of the Buses, unless provided otherwise under the terms of this Agreement. The Operator shall have the right to lease the Buses required to be provided under this Agreement under the Bus Lease Agreements on terms that are consistent with this Agreement.

13.3 Delivery Schedule

The Operator shall procure the Buses as per the Delivery Schedule provided in Schedule-G hereto and shall ensure the Buses are ready for Commencement of Service in accordance with Article 14. The Operator further agrees that prior to procurement of the Buses, it shall procure a Prototype Bus for the approval of the Authority in accordance with Clause 13.4.

13.4 Prototype

13.4.1 The Operator shall, within 21 (twenty one) days from the date of signing of concession agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "**Prototype**"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.

13.4.2 The Authority, or any independent third party agency appointed by the Authority for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the "**Design Report**") highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The Authority (or its nominee) shall submit a copy of the Design Report to the Operator within 15 (fifteen) days from the date of receiving the Designs and Drawings of the Prototype from the Operator. It is agreed that any failure or

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omission of the Authority, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority, or its nominee (if any) and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement.

13.4.3 Pursuant to the Design Report or otherwise, the Operator shall carry out such modifications in the Designs and Drawings as may be necessary in order for the Prototype to conform to the requirements of this Agreement, including without limitation, the Specifications and Standards. The Authority expressly agrees that it (and any nominee of the Authority) shall, subject to the provisions of this Agreement and Applicable Laws, maintain the confidentiality of any Designs and Drawings provided to them by the Operator and shall endeavour to protect the Intellectual Property rights of the Operator, if any, therein.

13.5 Tests at Manufacturer's Plant

13.5.1 . Prior to procuring the supply of the Prototype, the Operator shall carry out, or cause to be carried out on the Prototype, at its own cost and expense, all Tests in accordance with Schedule-H and such other tests that the Operator may consider necessary to demonstrate that the Prototype complies in all respects with the requirements of this Agreement, including the Specifications and Standards. The Operator shall provide to the Authority (or its nominee) forthwith, a copy of the Operator's report on each test containing the results of such test and the action, if any, that it proposes to take for compliance with the requirements of this Agreement, including the Specifications and standards.

13.5.2 The Operator shall, with at least 2 (two) weeks' notice to City, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and City (and/or any nominated officials/agency by city) shall have the right to witness the tests. It is clarified that all costs incurred on account of the visit of city (and/or any officials/agency nominated by city) to the manufacturer's plant shall be borne by the Operator. All the expenses/ charges by third party agency towards the testing, inspection of the prototype bus shall be borne by the bidder.

13.5.3 The city (and/or any nominated officials/agency by city) shall prepare and submit a report forthwith on the tests witnessed by it highlighting therein, amongst other aspects, any specific non- compliances with the requirements of this Agreement. The city (and/or any nominated officials/agency by city) shall submit a copy of this report to the Operator. The Operator shall, prior to dispatch of the Prototype for delivery to the Authority, procure that defects and deficiencies, if any, are rectified and the Prototype conforms with the Specifications and Standards. It is agreed that any failure or omission of any nominee or representative appointed by the Authority, to witness and/or comment on any tests conducted or to highlight any deficiency therein shall not be construed or deemed as acceptance of such tests by the city (and/or any nominated officials/agency by city), and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to

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ensure that the tests carried out on the Prototype are fully in compliance with the requirements of this Agreement.

13.5.4 In the event of failure of any Test specified in Clause 13.5.1, the Operator shall rectify the defect and conduct repeat Tests, and the procedure specified in this Clause 13.5 shall apply *mutatis mutandis* to such repeat Tests.

13.6 Supply of Prototype

13.6.1 The Operator shall, no later than 8 weeks (for 12m and 9m buses) after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the city (and/or any nominated officials/agency by city), the tests and trials conducted in accordance with the provisions of Clause 13.5.

13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, 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.

13.7 Acceptance of Prototypes

13.7.1 Upon procurement of the Prototype by the Operator, the Authority (or its nominee) shall, for determining that the Prototype conforms to the requirements of this Agreement, including the Specifications and Standards, inspect the Prototype. Once the Operator has successfully demonstrated to the central testing agency that the Prototype conforms to the requirements of this Agreement, including pursuant to any tests required to be undertaken based on instructions from the Authority, the Authority shall, no later than 7 (seven) days from such date, issue a notice to the Operator, certifying that the Prototype is in compliance with the requirements of this Agreement, including the Specifications and Standards.

13.7.2 The Parties expressly agree that acceptance of the Prototype by the Authority (or its nominee) shall not relieve or absolve the Operator of its obligations and liabilities under this Agreement in any manner whatsoever.

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13.8 Procurement of Buses

Upon approval of the Prototype in accordance with Clause 13.7, the Operator shall procure the remaining Buses in accordance with the provisions of Schedule-G and shall comply with timelines of the Delivery Schedule specified therein. The Operator agrees that the Buses shall include the same specifications and standards as the approved Prototype provided in this Article 13.

13.9 Delay in Procurement

13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.

13.9.2 If the procurement of any Bus is delayed by a period exceeding 100 (Hundred) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.

The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Authority.

13.10 Readiness for Commencement of Service

13.10.1 The Operator agrees that it shall undertake such activities as required under Applicable Law, Applicable Permits and Good Industry Practice in order to ensure that each Lot of Buses procured in accordance with the Delivery Schedule are ready for Commencement of Service. Without limiting the generality of the foregoing, such activities shall include:

(a) joint inspection with the Authority of the Buses proposed to be introduced into service;

(b) obtaining the certificate of registration for each Bus proposed to be introduced into service;

(c) obtaining the certificate of fitness for each Bus proposed to be introduced into service;

(d) payment of all applicable Taxes;

(e) obtaining insurance for each Bus proposed to be introduced into service in accordance with Article 25; and

(f) any other readiness related activity to ensure roadworthiness of the Buses proposed to be introduced into service.

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13.10.2 The Operator shall achieve readiness for Commencement of Service for each Lot of Buses procured by it in accordance with Article 14, no later than 30 (thirty) days from the date of procurement of such Lot of Buses, or any extended period as may be agreed upon by the Parties.

13.10.3 The Parties hereto expressly agree that if the delay in achieving readiness for Commencement of Services for any Lot of Buses procured has arisen solely and directly on account of any Delay Event, the Operator shall be entitled to such additional time as may be reasonably required by the circumstances of the case for achieving readiness for Commencement of Services.

13.11 Damage due to accident

13.11.1 The Operator shall be liable for any damage to the Bus on account of accidents. The Operator agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority.

13.11.2 The Operator agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by any third party, as a result of such accident of the Bus and the Operator agrees that it shall keep the Authority and its officers, employees/workforce, agents, indemnified from and against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, injury, death, cost and expense of whatever kind and nature arising from such accidents.

13.11.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality(severe injury or major accident), the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The Authority shall provide reasonable assistance and support to the Operator in such situation.

13.11.4 In the event of an accident of a Bus leading to its complete destruction, such that the Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator shall replace such damaged Bus with a new Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority. The Operator agrees that any Bus brought as a replacement to a damaged Bus in accordance with this Clause 13.11.4 shall be used in the Bus Service for the remaining Contract Period.

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ARTICLE-14 : ENTRY INTO COMMERCIAL SERVICE

14.1 Inspection by the Authority

14.1.1 The Authority (or its nominee) may inspect each Bus or any Lot of Buses procured by the Operator, in accordance with the provisions of this Clause 14.1, prior to the Operator putting such Bus into operation. All the expenses/ charges by third party agency (in case nominated by the Authority) towards the testing, inspection of the prototype bus shall be borne by the bidder.

14.1.2 The Operator shall notify the Authority, no later than 15(fifteen) days prior to the date of procurement of the Buses, the date and time on which each Lot of Buses is to be procured and available for inspection. The Authority may, in its discretion, nominate its representative to carry out an inspection of such Buses at a scheduled date and time.

14.1.3 The Operator shall provide the assistance necessary for the Authority Representative to perform the inspection in accordance with the provisions of this Clause 14.1. For the avoidance of doubt, the Parties expressly agree that such inspection shall be completed within a period of 72 (seventy two) hours from the time when a Bus is made available for inspection and upon expiry thereof, the Bus shall, subject to satisfactory completion of the safety inspection under Clause 14.1.2, be deemed to have been approved by the Authority.

14.1.4 The Operator shall ensure that all Buses meet the prescribed safety standards as set out in the Specifications and Standards and Applicable Law, including but not limited to, ensuring that the Buses are fitted with CCTV cameras, automatic vehicle locator systems, fire and smoke detection equipment and panic buttons designed to send real-time alerts to the Control Centre. In the event that, pursuant to any inspection conducted in accordance with Clause 14.1, the Authority's Representative concludes that any Bus does not conform with the safety standards set out in the Specifications and Standards and this Agreement, and is therefore not safe for entry into service, it shall convey to the Parties forthwith, a report stating in detail the reasons for its findings. The Operator shall, notwithstanding anything to the contrary contained in this Article 14, not introduce such Bus into service until all defects and deficiencies have been rectified by the Operator and the Bus has been presented to the Authority for re-inspection. Upon presentation by the Operator of any such Bus for introduction in service, the Authority's Representative shall re-inspect such Bus and upon it being satisfied that the Bus conforms to the safety standards set out in the Specifications and Standards and this Agreement, the Operator shall be allowed to introduce such Bus into service.

14.1.5 The Authority Representative shall, pursuant to any inspection conducted under this Clause 14.1, also submit an inspection report for each Bus identifying any minor defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "**Punch List**"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof.

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and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, an amount of 1% (one per cent) of the Performance Security per bus for each day of delay until all items of the Punch List for the particular bus are rectified.

14.2 Commercial Operation Date (COD) for Respective Lot of Buses

14.2.1 The Operator shall within 30 (thirty) days from the date of delivery of each respective Lot of Buses (as mentioned in the Delivery Schedule) comply with the following:

(a) ensure activities related to readiness for Commencement of Services are completed;

(b) appoint duly experienced (Minimum 2 years) and trained drivers holding valid driving licenses in accordance with Applicable Law;

(c) deposit copy of the driving licenses of the appointed drivers with the Authority; and

(d) ensure that the Maintenance Depot Completion Certificate has been issued in accordance with Clause 12.5.4 for each Maintenance Depot;

(e) ensure that the Charging Infrastructure required for the charging of such Lot of Buses has been installed and is commissioned and ready to operate in accordance with the requirements of this Agreement; and

(f) procure and install the necessary movable assets such as plant and equipment, materials, consumables, etc. at the Maintenance Depot as required for the Operation and Maintenance of the Buses, the Maintenance Depots and the Charging Infrastructure.

14.2.2 Upon completing the activities enumerated in Clause 14.2.1 above for the each Lot of Buses, the Operator shall intimate in writing to the Authority of its readiness to achieve COD for such Lot of Buses, along with detailed proof of completing each such activity. The Authority shall, within 2 (two) days of receiving such written intimation, inspect the relevant documents and the Maintenance Depot, including the Charging Infrastructure, to determine compliance by the Operator with its obligations in Clause 14.2.1 above. Upon being satisfied that the Operator has duly complied with all the requirements set forth in Clause 14.2.1 above for achieving COD for such Lot of Buses, the Authority shall within a period no longer than 5 (five) days from such inspection, issue to the Operator a Completion Certificate (the "**Completion Certificate**") for such Lot of Buses. In the event, any deficiencies or shortcomings are observed by the Authority in relation to the fulfilment by the Operator of its obligations under Clause 14.2.1 for any particular Buses, the Authority shall exclude such Buses from the relevant Lot and shall issue a Completion Certificate with respect to the remaining Buses in the Lot. For the Buses that have been excluded from a particular Lot, the Authority shall issue a notice to the Operator within 2 (two) days of such inspection highlighting the deficiencies or shortcomings. The Operator shall rectify/remove the deficiencies within such period as specified by the Authority and the Authority shall, upon being satisfied that the deficiencies identified by it have been rectified, forthwith issue the Completion Certificate for such Buses. Provided however, that if the deficiencies or shortcomings observed by the Authority are minor in nature and can be rectified in the usual course of performing Operations and Maintenance of the Buses, the Authority shall not withhold the Completion Certificate for such Lot of Buses.

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Provided further that the issuance of the Completion Certificate in such cases does not, in any manner, affect the Operator's obligation to rectifying any deficiencies or shortcomings identified by the Authority.

14.2.3 The date of issuance of the Completion Certificate for a particular Lot of Buses shall be reckoned as the "**Lot Commercial Operation Date**" or "**Lot COD**" under this Agreement. The date when the Completion Certificate is issued for all Lots of Buses required to be introduced into service by the Operator, shall be the Commercial Operation Date ("**COD**") under this Agreement whereupon the Project enters into commercial service, provided, however, that the entry of any Buses into commercial service shall always be subject to compliance with the provisions of Clause 18.3. After a Lot COD, the Operator shall ensure Commencement of Service of the Buses in such Lot in accordance with the Deployment Plan.

14.2.4 In the event, the Authority fails to issue the Completion Certificate and the notice for deficiency in respect of Buses for which Completion Certificate is withheld under Clause 14.2.2, then the COD for the said Lot of Buses will be deemed ("Deemed Lot COD') to have been achieved on the 7th day after receipt of the notice of the Operator towards readiness for operations for the concerned Lot of Buses.

14.3 Damages for delay

If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the **"Scheduled COD"**), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved. Provided however, if the Operator is unable to achieve COD on account of a Delay Event, then the Operator shall be entitled to a day-for-day extension of the Scheduled COD if and only to the extent that COD is, or will be, delayed due to a Delay Event. In this context, the provisions of Clause 12.6 shall apply to any extension of the Scheduled COD that is sought by the Operator.

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ARTICLE-15 : CHANGE OF SCOPE

15.1 Change of Scope

15.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of upgraded technology or additional works and services in the Buses or at the Maintenance Depots, which are not included in the Scope of the Agreement (the "**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 15 and the costs thereof shall be expended by the Operator and reimbursed to it by the Authority in accordance with this Article 15.

15.1.2 If the Operator determines at any time that a Change of Scope is necessary for providing safer and improved services, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 30 (thirty) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings in accordance with this Article 15 or inform the Operator in writing of its reasons for not accepting such Change of Scope, as the case may be.

15.2 Procedure for Change of Scope

15.2.1 In the event that the Authority determines that a Change of Scope is necessary, it shall issue to the Operator a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

15.2.2 Upon receipt of a Change of Scope Notice, the Operator shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the time required for completing the Fit Out Works and the Delivery Schedule, if the Change of Scope is required to be carried prior to COD; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with Good Industry Practice.

15.2.3 Upon receipt of information set forth in Clause 15.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Operator, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the

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Operator to proceed with the performance thereof pending resolution of the Dispute in accordance with the Dispute Resolution Procedure.

15.2.4 The provisions of this Agreement, insofar as they relate to Tests, shall apply *mutatis mutandis* to any modifications in the Buses undertaken by the Operator under this Article 15.

15.3 Payment for Change of Scope

15.3.1 Unless otherwise mutually agreed by the Parties, within 15 (fifteen) days of issuing a Change of Scope Order, the Authority shall make a part payment to the Operator of a sum equal to 20% (twenty per cent) of the cost of Change of Scope as determined pursuant to Clause 15.2 upon the submission by the Operator of a bank guarantee for an equivalent amount, which bank guarantee shall be valid for a period of 180 (one hundred and eighty) days, substantially in the form specified in Schedule-D. To the extent that the work under the Change of Scope Order is not completed within a period of 180 days from the date of the Change of Scope Order, the Operator shall procure an extension of the validity of the bank guarantee.

15.3.2 The Operator shall, after commencement of work, present to the Authority bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Operator such amounts and after making a proportionate deduction for the advance payment made hereunder. In the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

15.3.3 Notwithstanding anything to the contrary contained in Clause 15.3.1 and 15.3.2, all costs arising out of any Change of Scope Order, other than those agreed as a part of the Change of Scope Order, shall be borne by the Operator.

15.4 Restrictions on certain works

15.4.1 Notwithstanding anything to the contrary contained in this Article 15, the Authority shall not require the Operator to undertake any works or services if such works or services are likely to delay the procurement and deployment of the Buses in accordance with the requirements of this Agreement; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Change of Scope Order shall not be taken into account for purposes of determining completion of the Maintenance Depot.

15.4.2 Notwithstanding anything to the contrary contained in this Article 15, the cumulative costs relating to all Change of Scope Orders for provision of works and services shall not exceed 5% (five percent) of the Total Project Cost during the Contract Period.

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15.4.3 Notwithstanding anything to the contrary, unless the Parties agree otherwise, the Authority shall not require the Operator to undertake any Change of Scope which involves upgradation of batteries used in the Buses due to technological advancements in battery chemistry.

ARTICLE-16 : OPERATION OF BUSES

16.1 Operations of Buses

16.1.1 The Operator shall make available and Operate and Maintain the Buses in accordance with the provisions of this Agreement, including without limitation, the Deployment Plan, and shall comply with the operation and maintenance requirements as provided in Schedule-I of this Agreement.

16.1.2 The Operator shall be fully responsible for ensuring the safety and security of the Buses at all times, including during operations and while the Buses are at the Maintenance Depots. In the event the Operator fails to ensure the security of the Buses and there is any theft of or damage to the Bus or any component of the Bus including but not limited to any component, spare parts, hardware, software, instruments etc., the Operator shall, as soon as is reasonably practical, repair or replace, as the case may be, such Bus or Bus component, spare, parts, hardware, software, instrument(s) etc. of the same or equivalent quality and specification, after giving prior written notice to the Authority.

16.1.3 Upon successful completion of the contract period, the operator retains the ownership of the buses under the Concession agreement and the Authority shall claim no right to transfer of ownership of such buses. Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure and opportunity Charging Stations, if any)) shall vest in the Authority without any Encumbrance.

16.2 Maintenance Depots

16.2.1 The Operator shall use the Maintenance Depots, only for the purposes of the Operations and Maintenance of the Buses and any other activity specified in this Agreement.

16.2.2 The Operator shall ensure that the Maintenance Depots are adequately staffed with skilled personnel, equipped with requisite equipment, plant and machinery and stocked with Consumables, so as to ensure compliance with the Operations and Maintenance standards provided in this Agreement.

16.3 Operation Manual

16.3.1 The Operator shall prepare an operation manual (the "**Operation Manual**") for the operation of Buses in conformity with Good Industry Practice and the provisions of this Article 16. The Operator shall provide 10 (ten) copies of a provisional operation manual (the "**Provisional Operation Manual**") to the Authority no later than the date on which the Prototype is

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delivered pursuant to Clause 13.6. The Authority may review the Provisional Operation Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Operation Manual, as may be necessary, and provide 50 (Fifty) copies of the Operation Manual, accompanied by an electronic copy thereof, no later than the 15 (fifteen) days from the date on which it receives any comments from the Authority. The Operation Manual shall be revised and updated once every year and the provisions of this Clause 16.3 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Authority and the Operator expressly agree that until the Operation Manual is provided hereunder, the Provisional Operation Manual shall apply.

16.3.2 The Operation Manual shall include:

(a) instructions to operating staff for operation of the Bus;

(b) instructions for troubleshooting the Buses, including any software incorporated in the Buses;

(c) dos and don'ts for operating staff;

(d) safety precautions to be taken by the operating staff;

(e) rating and layout of equipment;

(f) operating limits of installed systems; and

(g) control and safety features of the Buses.

16.4 Routes and Schedules

16.4.1 The Parties agree that the Authority shall have the exclusive right to determine routes, frequency and schedule of the Buses as part of Deployment Plan throughout the Contract Period. The Authority shall provide the routes to the Operator for operation of the Buses as specified in Schedule-J (the "**Deployment Plan**"). All Operational Routes will be such that their origin, destination and opportunity charging location is one or more Maintenance Depots allocated to the Operator as per Schedule-A.

16.4.2 The Authority shall be required to consult with the Operator in case it carries out a change to any Operational Route, provided the Authority shall have no obligation to accept or be bound by any suggestions made by the Operator as part of such consultation. Notwithstanding anything to the contrary, the Authority agrees that any revised Operational Route shall only have an origin, final destination and opportunity charging location at one of the Maintenance Depots or an Opportunity Charging Station allocated to the Operator as per Schedule-A. The Operator shall only ply Buses on the Operational Routes, unless directed otherwise by the Authority. For the avoidance of doubt, it is clarified that the Authority may amend the Operational Routes by providing at least 5 (five) days prior notice to the Operator under and in accordance with the provisions of this Agreement. Provided further that if the Authority changes any Operational Routes pursuant to this Clause 16.4.2, there shall be no reduction in the Yearly Assured Bus Kilometers.

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16.4.3 Subject to the requirements set out in Clause 16.4.2 and this Clause 16.4.3, the Authority may change an Operational Route any number of times. However, the Authority shall not change any Operational Route (involving a change of the origin, destination or opportunity charging locations) more than [] times in a Contract Year per Bus to ensure operational efficiencies.

16.4.4 Subject to Clause 16.4.3, the Authority may, after providing notice to the Operator, change the Operational Route(s)/ frequency/ schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the Authority makes any such change(s), it shall notify the Operator in writing 5 (five) days prior to required implementation of such change. Provided however, that any given time during the Contract Period, all Operational Routes must have an origin, destination and opportunity charging location at one of the Maintenance Depots as per Schedule-A.

16.4.5 Unless directed by the Authority, the Operator shall maintain the frequency of the Buses as specified in the Deployment Plan.

16.4.6 The actual hours of operations for each Bus in a day shall be specified by the Authority in the Deployment Plan. The Parties agree that the hours of operation may be segregated into peak hours and off-peak hours of operation.

16.4.7 In the event there is a need for change in the Operational Route of a Bus, the Operator shall inform the control centre established by the Authority for monitoring of all activities ("**Control Centre**") and the same shall be tallied with the change in route length measured by the Intelligent Transit Management Systems ("**ITMS**") installed by the Operator or the odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Operator.

16.4.8 Notwithstanding anything contained in Clause 16.4, if the Authority wishes to deploy a Bus on any route which requires the Bus to undergo opportunity charging at a location that is not a Maintenance Depot as per Schedule-A ("**Opportunity Charging Stations**"), then the Authority shall, at its cost, be responsible for procuring and providing to the Operator:

(a) vacant and unencumbered possession of land and right of way to such location on which the Operator will be required to install the charging infrastructure;

(b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33 kV connection); and

(c) any and all Applicable Permits that might be required for installing and operating the charging infrastructure at such location.

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Any deployment of Buses undertaken pursuant to this Clause 16.4.8, as well as payment of the cost of any additional charging infrastructure installed by the Operator, shall be undertaken by way of a Change of Scope in accordance with Article 15.

16.5 Deployment Plan

16.5.1 The Authority shall develop a Deployment Plan according to which the Operator shall operate the Buses. The parameters to be included in the Deployment Plan are set out in Schedule-J and shall include:

i. details of the Operational Routes;
ii. schedules of the Buses (including description of Bus Stops); and
iii. frequency and schedule providing Bus headways, based on-peak and off-peak hours, (the "**Deployment Plan**").

16.5.2 A Deployment Plan shall be submitted to the Operator in accordance with the timelines set out in Clause 4.1.2. Within 15 (fifteen) days from the date of submission of the Deployment Plan by the Authority, the Operator shall review and provide comments, if any, on the draft Deployment Plan. The Parties expressly agree and acknowledge that any comments provided by the Operator on the Deployment Plan shall be solely from the perspective of ensuring compliance with the terms of this Agreement. The Authority may, in its sole discretion, incorporate any of the Operator's comments and submit a revised Deployment Plan within 15 (fifteen) days from the date on which it receives comments from the Operator. Any dispute between the Parties on the Deployment Plan shall be settled in accordance with the Dispute Resolution Procedure.

16.5.3 The Operator shall operate the Buses in accordance with the Deployment Plan finalised pursuant to Clause 16.5.2 and shall at all times ensure that the required routes and frequency of Buses is maintained as specified under the Deployment Plan or as per the instructions of the Authority issued from time to time.

16.5.4 The Operator shall ply the Buses in accordance with the Deployment Plan.

16.5.5 The Authority reserves the right to make changes to the Deployment Plan from time to time with prior notification, of at least 5 (five) days, of such change to the Operator. The Parties agree that changes to the Deployment Plan by the Authority shall not have an effect of exceeding 20% (twenty percent) of the Total Scheduled Bus Kilometers as mentioned in the Deployment Plan.

16.5.6 If, pursuant to any revisions in the Deployment Plan under Clause 16.5.5, the Operator is of the view that it will be unable to meet any of the Key Performance Indicators set out in Article 20, it shall issue a notice to the Authority setting out in detail its reasons. The Operator shall provide all necessary documentation and data in support of its claim. Upon such a notice being issued, the Parties shall discuss in good faith with a view to agreeing on such revisions to the Deployment Plan as may be necessary while ensuring that the Operator is not unduly prevented from achieving the Key Performance Indicators. Any dispute between the Parties on any revisions to the Deployment Plan shall be settled in accordance with the Dispute Resolution Procedure.

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16.5.7 If, based on the operations of the Buses and the data collected from the ITS, there are delays in completing Bus trips for a continuous period of 1 (one) month, and such delays are not a result of a breach by the Operator of its obligations under this Agreement, the Authority may, in its sole discretion, review and revise the Deployment Plan with a view making such changes as may be required in order to eliminate such delays.

16.5.8 Notwithstanding anything to the contrary contained herein, the Parties agree that any amendment to the Operational Routes or the Deployment Plan shall not reduce the Annual Assured Bus Kilometers and the Operator shall continue to be paid the Fee calculated in accordance with Article 22.

16.6 Incidents En-Route

16.6.1 In case of a 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 the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.

16.6.2 The Operator shall ensure regular communication with Buses throughout the Operation Period by making use of relevant technology as specified in this Agreement, more specifically provided in Clause 19.7.

16.6.3 In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within 1 (one) to 3 (three) hours of such occurrence, failing which Operator shall be liable to pay Damages of 20 kms deduction for each such incident. The Operator shall, on a best effort basis provide a replacement Bus to complete the route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.

16.6.4 The Operator shall make provisions for the adequate availability of first aid kits on the Buses or at the Maintenance Depots for assisting any persons or Users in need of first aid on-site and shall also co-ordinate with the relevant Government Instrumentalities including but not limited to the police to ensure timely medical help to any injured Users.

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16.6.5 The Operator shall extend all cooperation requested by the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation to any incidents on the Buses.

16.7 Advertising on Buses and Maintenance Depots

16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.

16.7.2 The Authority shall ensure that the display of any advertisements on the Buses and Maintenance Depot does not interfere in any way with the performance by the Operator of its obligations under this Agreement.

16.7.3 The Authority shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part of the Maintenance Depots are damaged due to the placement of any advertisements or any other form of display material. The Authority shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Buses. If any damage is caused to the Buses or the Maintenance Depots directly as a result of the placement of any advertisements by the Authority, the Authority shall be liable to reimburse the Operator all costs incurred by the Operator in rectifying such damage.

16.7.4 Placement of Advertisement

(a) The Authority may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or other mandatory information.

(b) The Authority may place the advertisement on the boundary wall of the Maintenance Depots or any other slot identified by the Authority.

16.7.5 The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.

16.8 User Fare

16.8.1 On and from the Lot COD of the first Lot of Buses till the Transfer Date, the Authority or a third party nominated by the Authority ("**Authority Nominated Personnel**") shall have the right to demand, collect and appropriate User Fare from the Users in accordance with this Agreement.

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16.8.2 The Authority or Authority Nominated Personnel shall, in accordance with Clause 16.8.1 above, provide conductors for collection of the User Fare, every day prior to commencement of operations for the day, at the Maintenance Depot and on the time decided by the Authority. In the event the conductor does not report on time (with a relaxation of up to 5 minutes) or remains absent, the Operator shall promptly inform the Authority's Representative, who shall provide a replacement promptly.

16.8.3 The Operator acknowledges and agrees that upon payment of User Fare to the Authority or the Authority Nominated Personnel, any User shall be entitled to use the Buses and the Operator shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permits or the provisions of this Agreement. It is clarified that the Authority or Authority Nominated Personnel shall collect User Fare from passengers prior to boarding the Bus and the Operator shall have the right to refuse entry to passengers refusing payment of the User Fare.

16.8.4 The Operator and its employees shall always extend courtesy while interacting with public.

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ARTICLE-17 : MAINTENANCE OF BUSES

17.1 Maintenance Obligations

17.1.1 The Operator shall maintain all Buses in accordance with the provisions of this Article 17, the Specifications and Standards, the Maintenance Manual and the Maintenance Requirements (the "**Maintenance Obligations**").

17.1.2 The Parties agree that for discharging the Maintenance Obligations hereunder, the Operator shall provide its staff, movable equipment, Spares and Consumables, workshop, office space etc. The Parties further agree that the workshop space to be provided hereunder by the Operator for discharging the Maintenance Obligations of the Operator shall be no less than 100 m (hundred meters) long and 20 m (twenty meters) wide, within the Maintenance Depot.

17.2 Maintenance Manual

17.2.1 The Operator shall prepare a repair and maintenance manual (the "**Maintenance Manual**") for the maintenance of Buses in conformity with Good Industry Practice and the provisions of this Article 17. The Operator shall provide 10 (ten) copies of a provisional maintenance manual (the "**Provisional Maintenance Manual**") to the Authority no later than 90 (ninety) days from the Appointed Date. The Authority may review the Provisional Maintenance Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority 100 (Hundred) copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than 30 (thirty) days from the date on which it receives comments from the Authority. The Maintenance Manual shall be revised and updated once every year and the provisions of this Clause 17.2 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Parties expressly agree that until the Maintenance Manual is provided hereunder, the Provisional Maintenance Manual shall apply.

17.2.2 The Maintenance Manual shall include details of the periodic intervals at which the Operator will perform its Maintenance Obligations on each Bus ("**Scheduled Maintenance**"). The Operator shall ordinarily undertake Scheduled Maintenance at the Maintenance Depots and shall ensure that the Maintenance Depots are fully equipped with all equipment, tools, tackles, Consumables and Spares required to undertake the Scheduled Maintenance of the Buses.

17.2.3 The Operator shall, at least 15 (fifteen) days prior to the date of any Scheduled Maintenance issue a notice to the Authority identifying the Buses that will undergo such Scheduled Maintenance. Such notice shall also specify the estimated time required for such Scheduled Maintenance and the estimated date on which such Buses will be made available for operations.

17.2.4 Any maintenance or repair of a Bus, not being Scheduled Maintenance, and arising out of any reason including Breakdown, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Operator as unscheduled maintenance (the "**Unscheduled Maintenance**"). The Parties expressly agree that any and all Unscheduled Maintenance shall be undertaken promptly to procure efficient,

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safe and reliable operation of the relevant Bus. Any and all Unscheduled Maintenance shall form part of the Maintenance Obligations and shall be undertaken by the Operator at its own cost and expense.

17.2.5 The Operator shall, within 3 (three) days of the arrival of a Bus at a Maintenance Depot for Unscheduled Maintenance arising out of the reasons specified in Clause 17.2.4, furnish to the Authority in reasonable detail the particulars of defects, deficiencies or damages.

17.3 Spares and Consumables

17.3.1 During the Contract Period, the Operator shall, at its own cost and expense, replace and install materials which get consumed or wear out beyond serviceable limits in the normal course of operation of a Bus, including tyres, tubes, oils, lubricants, brake blocks and pads, rubber parts and hoses, fuses, light fittings, bulbs, seats, curtains, filters, look out glass, bearings and insulators (the "**Consumables**"). Save and except as provided in this Agreement, the Consumables shall be replaced or installed, as the case may be, by the Operator when a Bus is brought to a Maintenance Depot in accordance with the provisions of this Agreement.

17.3.2 During the Maintenance Period, the Operator shall, at its own cost and expense, replace any part or equipment of a Bus which may be defective, damaged or worn out, by a substitute thereof (the "**Spares**") for the efficient Operation and Maintenance of a Bus.

17.3.3 The Parties expressly agree that the Operator shall, supply and install doors, window panes, seats, axle-boxes, brake components, wind shield, and under-transmission piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of negligence of Authority staff, accidents, vandalism, arson, riots or natural calamities, the Authority shall be liable for the costs and expenses incurred by the Operator as a result less any amount recovered from the Insurance Cover maintained by the Operator.

17.3.4 The Operator shall, at its cost, maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations. The operator shall submit report on list of spares and consumables being maintained at each depot to Authority on monthly basis.

17.4 Maintenance Requirements

The Operator shall procure that at all times during the Contract Period, each and every Bus conforms to the maintenance requirements set forth in Schedule-I (the "**Operation and Maintenance Requirements**").

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17.5 Damages for breach of Maintenance Obligations

17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 per bus. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.5.2 The Damages set forth in Clause 17.5.1 may be assessed and specified forthwith by the Authority; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Operator is otherwise in compliance with its Maintenance Obligations. The Operator shall pay such Damages forthwith and, in the event, that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.6 Demobilisation due to Emergency

17.6.1 If in the reasonable opinion of the Authority, there exists an Emergency which warrants the demobilisation of a Bus, the Authority shall be entitled to demobilise the Bus for so long as such Emergency and the consequences thereof warrant; provided that such demobilization and particulars thereof shall be notified by the Authority to the Operator without any delay, and the Operator shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.6.2 The Operator shall re-mobilise the Bus as quickly as practicable after the circumstances leading to its demobilisation have ceased to exist or have so abated as to enable the Operator to re-mobilise the Bus and shall notify the Authority of the same without any delay. For the avoidance of doubt, the demobilisation of any Bus pursuant to this Clause 17.6 shall not affect the Annual Assured Bus Kilometers and the Authority shall continue to pay the Fee to the Operator in accordance with Article 22.

17.7 Authority's right to take remedial measures

In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.

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17.8 Overriding powers of the Authority

17.8.1 If in the reasonable opinion of the Authority, the Operator is in material breach of its obligations under this Agreement and, in particular, the Maintenance Obligations, and such breach is causing or is likely to cause material hardship to the Users or render the use of a Bus unsafe for operation, the Authority may, without prejudice to any of its rights under this Agreement, by notice, require the Operator to take reasonable measures immediately for rectifying or removing such hardship or unsafe condition, as the case may be.

17.8.2 In the event that the Operator, upon notice under the provisions of this Clause 17.8, fails to rectify or remove any hardship or unsafe condition affecting the operation of any Bus, within 15 (fifteen) days from the date of the notice, the Authority may exercise overriding powers under this Clause 17.8 and take over the performance of any or all the obligations of the Operator to the extent deemed necessary by it for rectifying or removing such hardship or unsafe situation; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that for any costs and expenses incurred by the Authority in discharge of such obligations, the Authority shall be entitled to recover them from the Operator in accordance with the provisions of Clause 17.7 along with the Damages specified therein.

17.8.3 In the event of a national emergency, adverse weather conditions, civil commotion or any such other event, the Authority may take over the performance of any or all the rights or obligations of the Operator to the extent deemed necessary by it, and exercise such control over the Buses and Maintenance Depots or give such directions to the Operator as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is agreed that the Operator shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.8, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.8.4 The Parties agree that if the Authority takes over the performance of any or all the rights or obligations of the Operator pursuant to Clauses 17.8.1, 17.8.2 or 17.8.3, then:

(a) the period during which the Authority has taken over the operation of the Buses shall be excluded for determining compliance with the Key Performance Indicators in accordance with Article 20;

(b) the Authority shall continue to pay the Operator for the Annual Assured Bus Kilometres in accordance with Clause 22.4 for the period during which the Authority has taken over the operation of the Buses; and

(c) the Authority shall be liable for any damage caused to the Buses during the period in which it has taken over the operations of the Buses.

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17.9 Restoration of loss or damage to the Buses

Save and except as otherwise expressly provided in this Agreement, in the event that a Bus or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Operator shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Bus conforms to the provisions of this Agreement.

17.10 Modifications to the Buses

The Operator shall not carry out any material modifications to a Bus save and except where such modifications are necessary for the Bus to operate in conformity with the Specifications and Standards, Maintenance Obligations, Good Industry Practice and Applicable Laws; provided that the Operator shall notify the Authority of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within 15 (fifteen) days of receiving the Operator's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11 Operation Assistance

17.11.1 The Operator shall operate the Buses in accordance with the Operation Manual, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11.2 The Operator shall ensure that its staff are familiar and well versed with the Operation Manual.

17.11.3 The Operator shall bear the cost of electricity, including over and above the Allowed Energy Consumption, in accordance with Schedule-S.

17.12 Excuse from performance of obligations

The Operator shall not be considered in breach of its obligations under this Agreement in connection with the Operations and Maintenance of the Buses and Maintenance Depots if it is unable to perform its obligations on account of any of the following:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe operation of Buses, except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or

(c) a breach by the Authority of its obligations under this Agreement and which directly affects the Operator's ability to comply with any of its obligations;

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(d) delay by the Authority in handing over the Maintenance Depots by the Scheduled Maintenance Depot Handover Dates in accordance with the terms of this Agreement;

(e) any road accidents which prevent the Operator from complying with the requirements of this Agreement, including the Key Performance Indicators, provided that the Operator has complied with the notice requirements set out in Clause 13.11.4 and that such accidents were not caused due to reasons attributable to the Operator;

(f) grid failures, power outages or inadequate power supply to the extent it affects the Operator's ability to adequately charge the Buses in accordance with the requirements prescribed in the Operations Manual;

(g) blockade on any Operational Route caused by any Government Instrumentality or other reasons not attributable to the Operator;

(h) compliance with a request from the Authority or the directions of any Government Instrumentality.

Provided that, any such inability to comply with its obligations shall be notified by the Operator to the Authority without any delay. Notwithstanding the foregoing, the Operator shall keep every unaffected Bus available for operations. Further, the Operator shall, in the event that it is prevented from performing any time-bound obligation in connection with the Operations and Maintenance of the Buses and Maintenance Depots on account of any of the events set out in this Clause 17.12, receive an extension of time for the performance of such obligation with the period of such extension being equal to the period during which any of the events set out in this Clause 17.12 subsist.

17.13 Warranties for defects and deficiencies

17.13.1 The Operator warrants that:

(a) all equipment, supplies, plant and machinery at the Maintenance Depots as well as components, parts and systems forming part of a complete Bus including the Spares and Consumables shall be new and of utility-grade quality and in full conformity with the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the other requirements of the Agreement, of suitable quality and fit for the purpose for which they are intended and be free from defects, deficiencies and defective workmanship;

(b) all Buses shall be free from defects, shall comply with all Applicable Laws and Good Industry Practice and will be capable of operating in the manner intended and contemplated in the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the Agreement;

(c) the manufacturing, assembly and supply of the Buses shall be performed in accordance with the standards of professional care, skill, diligence and competence generally accepted in the international independent manufacturing industry applicable to engineering and manufacturing and project management practices for manufacturing

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projects of similar size and type as the Project, when operated in accordance with Good Industry Practice; and

(d) the Buses shall be capable of performing and would continue to perform as per this Agreement.

17.14 Maintenance Depots

17.14.1 For discharging its Maintenance Obligations under and in accordance with the provisions of this Agreement, the Operator shall also operate and maintain the Maintenance Depots in accordance with the Specifications and Standards, Good Industry Practices and the provisions of this Agreement.

17.14.2 Subject to adequate space being made available at the Maintenance Depots by the Authority, the Maintenance Depots shall have adequate repair and maintenance facilities for the entire fleet of Buses as well as parking facility for the entire fleet of Buses deployed at such depot.

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ARTICLE-18 : SAFETY REQUIREMENTS

18.1 Safety Requirements

The Operator shall develop, implement and administer a safety programme for providing a safe environment on or about the Buses and Maintenance Depots, and shall comply with the safety requirements set forth in this Article 18 and Schedule-K (the "**Safety Requirements**").

18.2 Guiding principles

18.2.1 Safety Requirements aim at minimising threat of injuries, loss of human life and damage to property resulting from accidents on account of the Buses or in the Maintenance Depots, irrespective of the person(s) at fault.

18.2.2 Safety Requirements shall apply to all phases of construction, operation and maintenance of the Project with emphasis on identification of factors associated with accidents, consideration of the same and implementation of appropriate remedial measures.

18.3 Obligations of the Operator

18.3.1 The Operator shall abide by the following to ensure safety of the Buses and Maintenance Depots, human life and property:

(a) instructions issued by the Authority;

(b) Applicable Laws and Applicable Permits;

(c) provisions of this Agreement;

(d) relevant standards/guidelines contained in internationally accepted codes; and

(e) Good Industry Practice.

(f) Develop a Standard Operating Procedure (including for events involving thermal incidents) and train the relevant staff on the Standard Operating Procedure

(g) Conducting annual safety audit and submission of the report to the Authority

18.3.2 The Operator shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, Contractors and agents.

18.3.3 The Operator shall be responsible for undertaking all the measures under its control to ensure safe operation of Buses and the safety and security of the Maintenance Depots.

18.3.4 The Operator agrees that the Authority shall be entitled to inspect any Bus or Maintenance Depot to verify adherence to Safety Requirements and the Operator shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.

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18.4 Safety measures during Fit Out Works

The Operator shall, while undertaking the Fit Out Works at the Maintenance Depots, provide an environment for procuring the safety of human life and property in accordance with Applicable Laws and Good Industry Practice.

18.5 Annual Safety Report

18.5.1 The Operator shall submit to the Authority before the 31st (thirty first) May of each Accounting Year, an annual report in 10 (ten) copies containing, without limitation, a detailed listing and analysis of all accidents occurring on account of the operation of the Buses or in the Maintenance Depots during the preceding Accounting Year and the measures taken by the Operator for averting or minimizing such accidents in the future ("**Annual Safety Report**").

18.5.2 Once in every Accounting Year, a safety audit shall be carried out by the Authority. It shall review and analyse the Annual Safety Report and accident data of the preceding Accounting Year and undertake an inspection of the Buses and Maintenance Depots. The Authority shall provide a safety report recommending specific improvements, if any, required to be made in the Buses and Maintenance Depots. Such recommendations shall be implemented by the Operator in accordance with Safety Requirements, Specifications and Standards and Applicable Laws.

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ARTICLE-19 : MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly Status Reports

19.1.1 During the Contract Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report stating in reasonable detail the maintenance services performed by the Operator on the Buses and the defects and deficiencies that require rectification (standard format as per schedule X). The report shall also include Key Performance Indicators achieved by the Buses, the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual, details of any breakdowns, claims, challans etc. The Operator shall promptly give such other relevant information as may be required by the Authority.

19.1.2 The monthly report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Operator's operational performance.

19.1.3 The operator shall log all the maintenance activities (Scheduled, Unscheduled) for every Bus throughout the Contract Period in maintenance history register which shall be accessible to the Authority as and when required.

19.2 Accident Reporting

The Operator shall, prior to the close of each day, send to the Authority, by facsimile or email, a report containing details of any failures, accidents and other unusual occurrences relating to the Buses. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.2, unusual occurrences on a Bus shall include any other troubles or events involving a Bus during operations.

19.3 Inspection

The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare a report of such inspection (the "**Maintenance Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and shall notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5.

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19.4 Tests

For determining that the Buses are being maintained in conformity with the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of tests which have failed. Provided that, the date and time of such tests shall be mutually discussed and agreed by the Parties keeping in mind the operation hours of any such Bus as per the Deployment Plan.

19.5 Remedial measures

19.5.1 The Operator shall repair or rectify the defects or deficiencies, if any, set forth in the Maintenance Inspection Report or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to the Authority within 7 (Seven) days of receiving the Maintenance Inspection Report or the test results, as the case may be.

19.5.2 The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 per bus times the number of buses allocated to the specific depot.

19.6 Responsibility of the Operator

19.6.1 It is expressly agreed between the Authority and the Operator that any inspection carried out by the Authority or the submission of any Maintenance Inspection Report by the Authority as per the provisions of this Article 19 shall not relieve or absolve the Operator of its obligations and liabilities hereunder in any manner whatsoever.

19.6.2 It is further agreed that the Operator shall be solely responsible for adherence to the Key Performance Indicators specified in Article 20.

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19.7 Real Time Data Access

The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("**Intelligent Transit System**", "**ITS**") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.

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ARTICLE-20 : KEY PERFORMANCE INDICATORS

20.1 Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Operator shall operate and maintain every Bus such that it achieves the performance indicators comprising Reliability, Operational Availability, Start Punctuality, Arrival Punctuality, Trip Speed, Frequency, Safety and Infractions as specified in this Article 20, (the "**Key Performance Indicators**").

20.2 Reliability

20.2.1 The Parties agree that the average reliability of all Buses in the fleet shall be measured on a monthly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the "**Breakdown Factor**")

20.2.2 Breakdown Factor shall be equal to the quotient of the aggregate number of Breakdowns of all Buses multiplied by 10,000 (ten thousand) and divided by the cumulative distance travelled by all Buses in that month.

$$\text{Breakdown Factor (BF)} = \frac{\text{(total no. of Breakdowns of all buses in a month)}}{\text{Total bus kms operated in a month}} \times 10{,}000$$

20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.

20.2.4 The Authority agrees that if the Breakdown Factor is less than 0.5 (zero decimal five), then for every 0.1 (zero decimal one) decrease in the Breakdown Factor below a factor of 0.5, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.3 Operational Availability

20.3.1 After Lot COD of each Lot as per the Delivery Schedule, a Bus shall be deemed to be available for operation at all times, save and except for the instances set out in Clause 20.3.2 below.

20.3.2 The Parties agree that the period for which a Bus is deemed to be not available for operation shall be as follows:

a) Bus is not available at the scheduled start of shift(s) turnout time as per the Deployment plan.

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b) Bus held up at Maintenance Depot/ workshop for any reason during shift(s) schedule turn out time unless such non availability is on account of reason not directly attributable to Operator such as Bus damaged due to riots, natural calamities, vandalism, traffic jams.

20.3.3 The availability of the Buses shall be calculated on a shift(s) basis by dividing the number of Buses available for operations in the start of shift(s) as per the scheduled turn out time (as per Clause 20.3.1 and 20.3.2 above) by the total number of Buses contracted by the Authority under this Agreement multiplied by 100 (one hundred" ("**Availability**").

$$\text{Availability} = \frac{\text{Total no. of buses available for operations in the start of shift(s)} \times 100}{\text{Total number of buses as per plan}}$$

20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Contract Period is equal to 95%" ("**Guaranteed Availability**"). To ensure this availability:

- operator may maintain requisite number of spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule.
- Authority should provide additional space for these Additional Buses

20.3.5 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the events mentioned in Clause 17.12, the Buses affected by such events will be deemed to be Available for the duration of the event.

20.3.6 The Operator agrees that for any reduction in the Availability as compared to the Guaranteed Availability, it shall pay Damages to the Authority as per the table below: The Damages payable by the Operator for a failure to meet the Guaranteed Availability shall be payable monthly.

Damages in case of reduction in Guaranteed Availability			
Availability	less than 95% and up to 90%	less than 90% and up to 85%	Less than 85%
Damages payable per non available Bus	50 bus kms/ shift/ non available Bus	60 bus kms/ shift/ non available Bus	70 bus kms/ shift/ non available Bus

20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 minutes before the scheduled turn out operation on all days.

20.3.8 Operator shall ensure refurbishment of Buses after 6 years from the date of COD. Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period relaxation in Guaranteed Availability up to 5% (five percent) is allowed. The technical team will inspect the buses before they are put in services after refurbishment of

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the Bus, if the bus is found not refurbished in near to showroom condition, such Bus will not be permitted for the operations.

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20. 4 Punctuality

20.4.1 The starting time punctuality of the Buses shall be measured on a monthly basis in terms of the percentage of on-time start of trips (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in the relevant month ("**Start Punctuality**"). The total number of trips where a Bus started late (or did not start) during the month compared to the start time as set out in the Deployment Plan will be recorded and subtracted from the total number of trips operated in such month to arrive at the number of trips operated that started on-time as per the Deployment Plan.

20.4.2 The Operator agrees that the arrival punctuality of the Buses at the end destination of the relevant Operational Route shall be measured on a monthly basis in terms of the percentage of trips with on-time arrival at the final destination (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in such month ("**Arrival Punctuality**"). The total number of trips where a Bus arrives late at the final destination during the month will be recorded and subtracted from the number of trips operated in such month to arrive at the on-time arrival trips.

20.4.3 With respect to the Start Punctuality, the Parties agree that the Operator may exercise a relaxation up to 5 (five) minutes for the start time of the Bus schedule as set out in the Deployment Plan. With respect to the Arrival Punctuality, the Parties agree that the Operator may exercise a relaxation up to 10% (ten percent) of the total scheduled trip time as set out in the Deployment Plan (subject to a maximum of 15 (fifteen) minutes).

20.4.4 Subject to the provisions of Clause 20.4.3, the Operator agrees that the Start Punctuality determined in accordance with Clause 20.4.2 shall be equal to or more than 90% (ninety percent) in any month ("**Guaranteed Start Punctuality**") and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) in any month ("**Guaranteed Arrival Punctuality**") respectively.

20.4.5 The Operator agrees that for every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 1% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality shall be calculated at the end of each month. Provided however, if, based on a verification of the Start Punctuality or the Arrival Punctuality in any month, the Authority determines that the Operator has failed to achieve the Guaranteed Arrival Punctuality directly as a result of a failure to achieve the Guaranteed Start Punctuality, then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators.

20.4.6 The Authority agrees that if, in any month, the Start Punctuality or the Arrival Punctuality is more than the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality for that month respectively, then for every 1% increase in the Start Punctuality or the Arrival

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Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees. The incentive (if any) payable by the Authority to the Operator in accordance with this Clause 20.4.6 shall be calculated at the end of each month.

20.5 Frequency

20.5.1 The frequency of operation of all available Buses (as determined in accordance with Clause 20.3 above) shall be measured on a monthly basis in terms of:

(a) a percentage of the cumulative completed trips travelled by all Buses to the aggregate number of scheduled trips for the same time period ("**Trip Frequency**"); and

(b) a percentage of the cumulative Bus Kilometres travelled by all Buses to the aggregate scheduled Bus Kilometres for the same time period ("**Bus Kms Frequency**"**).**

20.5.2 The Operator agrees that the guaranteed Trip Frequency ("**Guaranteed Trip Frequency**") and the guaranteed Bus Kms Frequency ("**Guaranteed Bus Kms Frequency**"), as the case may be, determined in accordance with Clause 20.5.1 shall be equal to or more than 94% (ninety four percent).

20.5.3 Unless otherwise set out in the Deployment Plan, the Authority shall provide minimum of [5] hours for every bus, at depot during each night, for charging, maintenance and any other activities.

20.5.4 The Buses in each direction shall be operated by the Operator in line with the Deployment plan provided by the Authority.

20.5.5 The Operator agrees that for every 1% reduction in the Trip Frequency or the Bus Kms Frequency, as the case may be, as compared to the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, it shall pay Damages to the Authority at the rate of 1% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency shall be calculated at the end of each month. Provided however, if, based on a verification of the Trip Frequency or Bus Kms Frequency, the Authority determines that the Operator has failed to achieve the Guaranteed Trip Frequency directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or *vic-e-versa,* then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators, as the case may be.

20.5.6 The Authority agrees that if, in any month, the Trip Frequency or the Bus Kms Frequency is more than the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, respectively, then for every 1% increase in the Trip Frequency or the Bus Kms Frequency over and above the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, as the case may be, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

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SERVICES LIMITED, C=IN
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

20.6 Safety of Operations

20.6.1 The Parties agree that the safety of the Buses in the fleet shall be measured in terms of the number of accidents per 10,000 Kms (Ten thousand kilometers) (the "**General Safety**") and the number of severe accidents per month (the "**Severe Safety**"), respectively.

20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor.

$$\text{Minor Accident Factor} = \frac{\text{No of minor accidents in a month x 10,000}}{\text{Total Bus kms in a month}}$$

The Severe safety shall be calculated in terms of number of Major Accidents.

20.6.3 The Operator agrees that the assured General Safety ("**Assured General Safety**") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one).

20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.

20.6.5 The Authority agrees that if the General Safety is less than 0.005 (zero decimal zero zero five), then for every 0.001 decrease in the General Safety the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.6.6 Event of serious incidents such as Bus catching fire for more than 4% (four Percent) of the lot within a period of 3 (three) months, in such situations Authority may direct Operator to take all Buses off road of that lot and ask the Operator to identify and rectify the cause. Operator may even be asked to check the complete fleet and subjected to thorough inspection by the Authority. No Monthly Assured Bus Kilometre payment will be applicable for non-operation of Buses during such period.

20.7 Operational Infractions

20.7.1 The Operator shall Operate and Maintain the Buses so as to minimize the occurrence of any of the Operational Infractions. An Operational Infraction may be identified by the Authority (or the Authority's Representative) either through inspections of the Buses and Maintenance Depots, User complaints or review of the data generated from the ITS.

20.7.2 The Operator agrees that upon the occurrence of any Operational Infraction, it shall pay to the Authority Damages of an amount corresponding to the breach of such Operational Infraction as set out in Schedule-S. In the event of any repeated Operational Infractions, the rate of Damages payable by the Operator shall increase in accordance with the provisions of Schedule-S.

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20.8 Monthly Report

20.8.1 The Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a report (as per the format in schedule X) containing details of the compliance with the Key Performance Indicators of each Bus as measured on a daily basis. The Operator shall promptly give such other relevant information as may be required by the Authority for the purposes of determining whether the Operator is achieving the Key Performance Indicators as set out in this Article 20.

20.8.2 The Operator shall keep backup for at least 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.

20.9 Passenger Charter

The Operator shall implement a charter articulating the rights and expectations of Users (the "**Passenger Charter**") as provided by the Authority. The Operator shall at all times be accountable and liable to Users in accordance with the provisions of the Passenger Charter and Applicable Laws.

20.10 Cap on Damages for failure to achieve Key Performance Indicators

The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.6 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly Fees for that month.

20.11 Cap on incentives for exceeding to achieve Key Performance Indicators

Any incentives payable by the Authority to the Operator for exceeding the prescribed Key Performance Indicators in accordance with this Article 20 and rates Specified in Schedule U in any month shall be capped at 5% of the aggregate Monthly Fees for the respective Month.

20.12 Initial Operating Period

During the first 30 (thirty) days of Operations after the first Lot COD as per the Delivery Schedule, the Authority shall provide allowance of up to 25% of the respective Key Performance Indicators to the Operator except safety of operations as per Clause 20.6.

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4. Part IV Financial Covenants

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ARTICLE-21 : FINANCIAL CLOSE

21.1 Financial Close

21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 16 weeks from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 60 (sixty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure; and provided further that, if such delay in achieving Financial Close has occurred directly as a result of the Authority's delay in grant of vacant access and Right of Way to the Depot Sites and Maintenance Depots in accordance with Article 10, the Authority shall pay Damages to the Operator in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay. For the avoidance of doubt, the Damages payable hereunder by the Operator shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3 for a failure by the Operator in fulfiling any of its Conditions Precedent specified in Clause 4.1.3.

21.2 Termination due to failure to achieve Financial Close

21.2.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 21.1.1 or the extended period provided thereunder, the Authority shall have the right to terminate this Agreement.

21.2.2 Upon Termination under Clause 21.2.1, the Authority shall be entitled to encash from the Performance Security, an amount equal to the Bid Security and appropriate the proceeds thereof as Damages. provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Performance Security forthwith along with the Damages due and payable under Clause 4.3.

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ARTICLE-22 : FEE

22.1 Fee

22.1.1 In consideration for undertaking the Project, the Authority shall pay the Operator a fee calculated on the basis of methodology mentioned in the clause below, and in accordance with the Deployment Plan by each Bus operated by the Operator and as captured in the ITMS platform in fulfilment of the Operators obligations under this Agreement (the "**Fee**").

22.1.2 Subject to Clause 22.4 and Clause 22.5 below, the Fee payable to the Operator under this Agreement shall be the calculated in the following manner:

a) If the actual Bus Kilometers travelled by all Buses is equal to aggregated Annual Assured Kilometers, then Fee shall be calculated by multiplying the PK Fee (INR [●]) with such actual Bus Kilometers

b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:
*Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Annual Assured Kilometers – actual Bus Kilometers))*

c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula:
*Fee = (PK Fee * Annual Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Annual Assured Kilometers))*

For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a yearly basis.

22.1.3 The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of:

(a) distance travelled by a Bus assigned on a particular Operational Route as per the Deployment Plan;

(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; and

(d) distance travelled by a Bus, with or without passengers, which is otherwise outside the Deployment Plan but has been requested or approved by the Authority

22.1.4 The Operator agrees and acknowledges that a Bus Kilometer, for the purpose of payment of the Fee, shall not include any kilometer travelled by the Bus to any maintenance facilities, other than the Maintenance Depot, or for any travel not authorized by the Authority or not captured in the ITMS platform or otherwise not in accordance with the terms of this Agreement.

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22.1.5 For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus Kilometers will be calculated on the basis of route survey done jointly by the Authority and the Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS.

22.1.6 In the event Bus Kilometers is not captured by ITMS on account of default of authority, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer

22.1.7 The Authority shall deposit the Fee due and payable to the Operator subject to and in accordance with this Article 22, into the Escrow Account.

22.2 Payment of Fee

22.2.1 After the Lot COD for the first Lot of Buses, and for each subsequent month of the Contract Period, the Operator shall submit a monthly invoice in accordance with clause 22.1.2, in respect of each Bus which has been put into commercial operation, in accordance with Clause 14.2.1, in the relevant month within 7 (seven) days from the end of each month ("**Invoice**"). The first Invoice to be submitted by the Operator after the Lot COD of the first Lot of Buses shall be pro-rated for the number of days from the Lot COD of the first Lot of Buses until the last working day of the month in which the Lot COD occurs. Each subsequent Invoice shall be a monthly invoice to be submitted to the Authority by the 7th (seventh) day of the immediately following month.

22.2.2 Each Invoice shall set out the following amount

(a) the Fee payable to the Operator for such month, based on the methodology defined in clause 22.1.2 for all Buses deployed in such month;

(b) any costs, Damages or other charges that the Operator is entitled to recover from the Authority in terms of this Agreement;

(c) any costs, Damages or other charges that the Authority is entitled to recover from the Operator in terms of this Agreement as notified by the Authority to the Operator and to which the Operator has no dispute;

(d) cost of electricity to be reimbursed by the Authority to the Operator in accordance with Clause 22.5; and

(e) [any applicable Taxes],

(collectively referred as the "**Invoice Amount**").

22.2.3 Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of the

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amount specified in the Invoice, with the remaining 10% to be released by the 7th (seventh) day of the next month, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues).

22.2.4 If the Authority fails to approve an Invoice pursuant to Clause 22.2.3 above, within 15 (fifteen) days from the date of submission of such Invoice, the Invoice shall be deemed to be approved and the Operator shall have the right to approach the Escrow Bank for release of the amounts set out in the Invoice.

22.2.5 This Concession Agreement is covered under the **PM-eBus Sewa-Payment Security Mechanism (PSM) scheme**. The PM-eBus Sewa-Payment Security Mechanism (PSM) scheme Guidelines & Standard Operating Procedure (SOPs) will be applicable for the payment of fee under the Concession Agreement. The Authority should ensure that any funds received under PM-eBus Sewa-Payment Security Mechanism (PSM) scheme in the Escrow Account should be immediately released to the Operator without any interventions/ conditions.

22.2.6 Any dispute between the Parties in relation to an Invoice will be settled in accordance with the Dispute Resolution Procedure.

22.3 Annual Assured Kilometres

22.3.1 The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each year, commencing from the start of the First month of the Contract Year will be no less than **[●]** (the "**Annual Assured Bus Kilometers**" for respective Lot). For the first year, the Yearly Assured Bus Kilometres for each Bus shall be calculated on a pro rata basis for the number of days each Bus has been put into Commercial Service during the period commencing from the Lot COD of such Bus and expiring at the end of the first year of the Contract period. Notwithstanding anything to the contrary, for any Buses which are procured and put into Commercial Service after the end of the first Contract Year, the Yearly Assured Bus Kilometers for each such Bus for that Contract Year shall be calculated on a pro rata basis for the number of days such Bus has been in Commercial Service during the period commencing from the Lot COD of such Buses and expiring at the end of that respective month.

22.3.2 In the event that a Bus made available by the Operator is not deployed for reasons directly attributable to the Authority or due to a Force Majeure Event, and as a result the Bus operates for less than the Yearly Assured Bus Kilometres in any Contract year, then the Authority will pay to the Operator, the Fees that is calculated in accordance with clause 22.1.2.

22.3.3 If the Authority utilises any Bus Kilometers over and above the Yearly Assured Bus Kilometers, the Operator shall be entitled to receive Fees for such additional Bus Kilometers, calculated in accordance with clause 22.1.2. The reconciliation shall be done on Yearly basis.

22.3.4 Any bus KMs deducted on account of operator's fault in a Contract year shall be deducted from annual assured KM for the respective Contract year.

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22.4 Revision of Fee

22.4.1 The Parties agree that the PK Fee shall be revised every 12-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower."**Revision in PK Fee**" will be calculated based on the formulae given below:

PK fees (revised) = (PK fees) + (PK Fee x (($CPI_{Month} - CPI_{Base}$)/ CPI_{Base}) x 0.05) + (PK Fee x (($MW_{Month} - MW_{Base}$)/ MW_{Base}) x 0.25)

Where,
CPI_{Base} = Index value issued by Government of India's Consumer Price Index at the time of Bid end date.

CPI_{Month} = Index value issued by Government of India's Consumer Price Index for particular month when the price variation is applicable.

MW_{Base} = Minimum wages notified by the State Govt. of that state applicable at the time of bid end date for skilled category

MW_{Month}= Minimum wages for skilled category for particular month, notified by State Govt. of that state.

Note: The new rate shall have retrospective effect from the month in which the revised minimum wages came into force

22.4.2 The Parties agree that the PK Fee shall stand revised pursuant to any amendment in accordance with this Clause 22.4 and shall become the base PK Fee payable to the Operator under this Agreement.

22.5 Electricity Cost

22.5.1 The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator. The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff (including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM)to be done annually subject to allowed energy consumption as defined in 22.5.2.

22.5.2 The Parties agree that allowed energy consumption or energy efficiency at the fleet level for the bus lot shall be [●] ("**Allowed Energy Consumption**" for Lot). For the avoidance of doubt, the sample Allowed Energy Consumption calculation is as follows:

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*Allowed Energy Consumption = (1.3 kWh/km * Actual Bus Kms operated in a year for 12m AC Buses) + (1.1 kWh/km * Actual Bus Kms operated in a year for 12m Non AC Buses) + (1.0 kWh/km * Actual Bus Kms operated in a year for 9m AC Buses) + (0.85 kWh/km * Actual Bus Kms operated in a year for 9m Non AC Buses).*

Allowed Annual Energy Consumption for buses:

12m AC Buses (Standard / Low floor) – 1.3 kWh/km

12m Non-AC Buses (Standard / Low floor) – 1.1 kWh/km

9m AC Buses (Standard / Low floor) – 1.0 kWh/km

9m Non-AC Buses (Standard / Low floor) – 0.85 kWh/km

To further clarify, the Allowed Energy Consumption will be calculated for only the type(s) of Buses which are deployed with the Authority.

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For illustration purpose only:

A	Allowed Energy Consumption (kWh)	7,410
B	Base Electricity Tariff* (INR/unit)	5
C	Actual Electricity Tariff* (INR/unit)	7
	Case 1: Metered Energy Consumed > A	
D	Billed units by DISCOM	8,000
E	Electricity tariff variation to be paid for (units)	7,410
F	Variation to be paid by Authority E*(C-B)	14,820
	Case 2: Metered Energy Consumed <= A	
G	Billed units by DISCOM	7,000
H	Electricity tariff variation to be paid for (units)	7,000
I	Variation to be paid by Authority H*(C-B)	14,000

*Electricity tariff at bid due date includes consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering.

22.5.3 The cost of any electricity consumed on account of (i) charging of the Buses requiring electricity in excess of the Allowed Energy Consumption; (ii) the use of any other equipment, plant and machinery at the Maintenance Depot (apart from the Charging Infrastructure); and (iii) the Operations and Maintenance of the Maintenance Depot including taxes and other charges imposed by the local DISCOM, shall be payable by the Operator.

22.5.4 In case of any depot that is jointly used by both the Authority and the Operator for the operation of their respective buses, the Operator/Authority may install a sub-meter to measure electricity consumption by the Authority at the depot. The Operator shall raise an invoice for the consumption at the prevailing tariff and the Authority is liable to pay the cost of electricity consumed by the Authority.22.5.5 The Operator / Authority may procure electricity from alternative energy sources.

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ARTICLE-23 : DAMAGES FOR DELAY

23.1 The Authority hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Operator by paying Damages as per Schedule U in addition to other compensation provided for in this agreement.

23.2 The Operator hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Authority by paying Damages as per Schedule V in addition to other compensation provided for in this agreement.

23.3 For all amounts payable under Clause 23.1 and 23.2, concerned Party shall raise invoices on the other Party on a monthly basis. Such amounts shall be payable by the other Party or otherwise adjusted against other payments due within 30 (thirty) days of receipt of notice.

23.4 Any deferment or delay in raising invoices shall not absolve the other Party from its obligation to pay the amounts that have accrued.

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ARTICLE-24 : TRANSFER OF MAINTENANCE DEPOTS

24.1 Transfer of Maintenance Depots

24.1.1 The Maintenance Depots shall, in accordance with the provisions of this Agreement, be handed over to the Authority upon Termination of this Agreement or expiry of the Contract Period. The Parties expressly agree that for and in respect of the transfer hereunder, the provisions of Article 33 shall apply *mutatis mutandis*.

24.1.2 Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure and opportunity Charging Stations, if any) shall vest in the Authority without any Encumbrance.

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ARTICLE-25 : INSURANCE

25.1 Insurance during Contract Period

The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.

25.2 Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Contract Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Construction All Risk policy during the period of Fit Outs

(b) total loss, damage or destruction of the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations, if any;

(c) comprehensive third party liability insurance for life, goods or property, including injury to or death of personnel of the Authority or others, arising from any accident at the Maintenance Depots or otherwise, caused by a Bus on account of any negligence of the Operator or a defect or deficiency in a Bus;

(d) the Operator's general liability arising out of the Agreement;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.

25.3 Notice to the Authority

No later than 15 (fifteen) days from the Appointed Date, the Operator shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 25. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

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Date : 23-09-2025

25.4 Evidence of Insurance Cover

All insurances obtained by the Operator in accordance with this Article 25 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Operator shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Operator to the Authority.

25.5 Remedy for failure to insure

If the Operator fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Operator, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Operator.

25.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Operator pursuant to this Article 25 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

25.7 Operator's waiver

The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

25.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Operator, and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Buses or Maintenance Depots.

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25.9 Compliance with conditions of insurance policies

The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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Date : 23-09-2025

ARTICLE-26 : ACCOUNTS AND AUDIT

26.1 Audited accounts

26.1.1 The Operator shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 270 (two hundred and seventy) days of the close of its accounting year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

26.1.2 The Operator shall, within 270 (two hundred and seventy) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange or as applicable.

26.1.3 On or before the expiry of 270 (two hundred and seventy) days after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the bills raised by the Operator for payment by the Authority, (b) the payments received and other revenues derived from the Authority, and (c) such other information as the Authority may reasonably require.

26.2 Appointment of auditors

26.2.1 The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. In case the bidder has an existing statutory auditor meeting the eligibility criteria mentioned in Schedule-T, the Operator shall request the Authority for appointment of the existing auditors for the project. The Authority may, at its discretion agree to the appointment of the operator's existing Statutory Auditor for the project. All fees and expenses of the Statutory Auditors shall be borne by the Operator.

26.2.2 The Operator may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

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26.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

26.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Operator to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors.

26.4 Set-off

In the event any amount is due and payable by the Authority to the Operator, it may set-off any sums payable to it by the Operator and pay the balance remaining forthwith.

26.5 Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.

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ARTICLE-27 : ESCROW ACCOUNT

27.1 Escrow Account

27.1.1 The Authority shall, prior to the Appointed Date open and establish an account ("**Escrow Account**") with a Bank ("**Escrow Bank**") in accordance with this Agreement and the Escrow Agreement.

27.1.2 For the purpose of opening and operating the Escrow Account, the Authority shall, as a Condition Precedent, enter into an agreement with the Operator and Escrow Bank ("**Escrow Agreement**") in accordance with the format provided in Schedule-M to this Agreement.

27.1.3 The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to 1 (one) months' estimated Fees payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds ("**Minimum Escrow Balance**"). It is clarified that a COD shall not be achieved under this Agreement till the time such 1 months' estimated Fees is deposited in the Escrow Account.

27.1.4 During the Contract Period, the Authority shall ensure that on the 1st (first) day of each month after COD, the Escrow Account is replenished so as to maintain the Minimum Escrow Balance in accordance with the terms of this Agreement. If, at any point in time during the Contract Period, the Authority fails to maintain the Minimum Escrow Balance, it shall have a period of 15 (fifteen) days within which it shall be required to replenish the Escrow Account so as to ensure that the Minimum Escrow Balance is maintained. If the Authority fails to ensure that the Minimum Escrow Balance is maintained upon the expiry of the aforesaid 15 (fifteen) day period, then the Minimum Escrow Balance shall be increased by at a rate equal to 3% over and above the Bank Rate for every 1 (one) month that the Authority fails to maintain the Minimum Escrow Balance.

27.2 Deposit in Escrow Account

27.2.1 The Authority shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) All Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;

(b) any deposits required to be made by the Authority to maintain the Minimum Escrow Balance;

(c) all grants, payments and financial support received by the Authority from the State Government and/or GoI in relation to the Project;

(d) amounts towards insurance claims, if any, received;

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(e) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement;

(f) any amounts towards Termination Payment due to the Operator;

(g) all revenues generated and all the income accruing from the Project including but not limited to the daily farebox and non-farebox revenue and advertising revenue, etc.; and

(h) any other revenues or capital receipts from or in respect of the Project.

27.3 Withdrawal During Contract Period

27.3.1 The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of the 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 may be necessary pursuant to the terms of this Agreement, 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:

(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) all Fees due and payable to the Operator subject to and in accordance with Article 22;

(c) all staff expenses payable by the Authority related to the manpower deployed exclusively for the Project;

(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) all payments and Damages certified by the Authority as due and payable to it by the Operator; and

(f) balance, if any, in accordance with the instructions of the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

27.3.2 The Authority shall not in any manner modify the order of payment specified in Clause 27.3.1, except with the prior written approval of the Operator.

27.4 Withdrawal upon Termination

27.4.1 Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, the amounts standing to the credit of the Escrow Account mentioned below shall be appropriated in the following order.

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(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) 90% (ninety per cent) of Debt Due;

(c) all payments and Damages certified by the Authority as due and payable to it by the Operator;

(d) retention and payments relating to the liability for defects and deficiencies set forth in Article 34;

(e) outstanding Debt Service including the balance of Debt Due;

(f) incurred or accrued Fees;

(g) any payments due and payable to the Authority;

(h) any other payments required to be made under this Agreement; and

(i) balance, if any, in accordance with the instructions of the Authority.

Provided that no appropriations shall be made under Sub-clause (h) of this Clause 27.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 33. The provisions of this Article 27 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 27.4.1 have been discharged.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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ARTICLE-28 : TRAFFIC REGULATION AND SECURITY

28.1 Traffic regulation by the Operator

28.1.1 The Operator shall, in consultation with the Authority, regulate the use of the Buses by the Users in accordance with Applicable Laws and subject to the supervision and control of the Authority or a substitute thereof empowered in this behalf under the Applicable Laws.

28.1.2 The Operator shall, in consultation with the Authority, evolve and publicise a system based on Good Industry Practice such that no User or category of Users is discriminated against or unduly favoured, as the case may be, in the use of the Buses.

28.1.3 The Operator shall have the right and obligation to manage, operate and regulate the Buses on a common carrier basis providing non-discriminatory services to all persons.

28.2 Security

28.2.1 The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security at the Maintenance Depots and within the Buses for the prevention of vandalism, arson, terrorism, hijacking, sabotage and/or similar acts or occurrences; provided that the Authority and the Operator may at any time mutually enter into an agreement to jointly provide security services in the Buses.

28.2.2 The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses and at the Maintenance Depots. The Operator shall co-operate with any relevant organisations appointed by the Authority for the purpose providing security. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them, in order to ensure security within the Buses, without unduly or unreasonably disrupting the operations of the Buses or interfering with the exercise of rights or fulfilment of obligations by the Operator under this Agreement. The Operator agrees that it shall extend its full support and cooperation to the Authority and to the other organisations authorised by the Authority in the discharge of their obligations thereunder.

28.2.3 Subject to the rights of the Operator under this Clause 28.2.3, the Authority or any agency duly authorised by it shall be entitled to inspect and search all Buses and the Maintenance Depots and to search any person or vehicle entering the Depot Sites or departing there from, without unduly or unreasonably disrupting the operations of the Buses.

28.2.4 The Authority agrees that it shall, at the request of the Operator, procure and provide the services of security forces of the Authority on a best effort basis.

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Date : 23-09-2025

28.2.5 The Authority shall ensure and procure that the personnel of the Operator and all its contractors, suppliers, sub-contractors and agents and the Users of the Buses are allowed free ingress and egress from the limits of the Buses and the Maintenance Depots without any unreasonable interference by the personnel of the Authority, including the security personnel employed by or on behalf of the Authority.

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5. Part V Force Majeure and Termination

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ARTICLE-29 : FORCE MAJEURE

29.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean, save and except as expressly provided otherwise, occurrence in India of any Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 29.2, 29.3 and 29.4, respectively, if, and to the extent, it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) could not have been prevented or overcome by the Affected Party by exercise of due diligence and by following Good Industry Practice, and (c) has a Material Adverse Effect on the Affected Party.

29.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemics, pandemics, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion;

(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or directly attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 29.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(d) any delay or failure of an overseas Contractor to deliver the Buses or equipment to India if such delay or failure is caused outside India by any event specified in Subclause (a) above and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(f) the discovery of geological conditions, toxic contamination or archaeological remains on the Depot Sites that could not reasonably have been expected to be discovered through a site inspection; or

(g) any event or circumstances of a nature analogous to any of the foregoing.

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29.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents production, and assembly of Buses, Fit Out Works at the Maintenance Depots or fulfilment of Operations and Maintenance obligations of the Operator for an aggregate period exceeding 15 (fifteen) days in an Accounting Year;

(e) failure of the Authority to permit the Operator to continue perform its obligations under this Agreement, with or without modifications, in the event of stoppage of any works after discovery of any geological or archaeological finds or for any other reason;

(f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event;

(h) the imposition, by any Government Instrumentality, of any lockdowns, curfews or mandatory quarantine rules arising out of the occurrence of any Non-Political Event or otherwise, which prevents the manufacture, procurement and delivery of the Buses, of the Fit Out Works at the Maintenance Depots or fulfilment of the Operations and Maintenance obligations of the Operator for an aggregate period exceeding 7 (seven) days in an Accounting Year; or

(i) any event or circumstances of a nature analogous to any of the foregoing.

29.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) a Change in Law;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Operator or of the Contractors;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection

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certificate, consent, approval or exemption required by the Operator or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

29.5 Duty to report Force Majeure Event

29.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 29 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

29.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

29.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 29.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

29.6 Effect of Force Majeure Event on the Contract Period

29.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.2 for fulfilment of Conditions Precedent and for achieving the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

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29.6.2 At any time after the Appointed Date and up until COD, if any Force Majeure Event occurs, the Contract Period shall be extended by a period, equal in length to the period during which the Operator was prevented from performing its obligations.

29.7 Allocation of costs arising out of Force Majeure

29.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

29.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and directly attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Operator; and

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Operator, provided that in case of a Change in Law, no additional compensation shall be payable to the Operator if the consequences of such Change in Law have been dealt with under and in accordance with the provisions of Article 36.

For the avoidance of doubt, Force Majeure Costs shall only include costs directly attributable remedying, rectifying and/or mitigating such Force Majeure Event and shall not include interest payments on debt, O&M Expenses, any increase in the cost of the Fit Out Works or the Buses on account of inflation, loss of income or debt repayment obligations and for determining such costs, the Affected Party shall be required to submit such information as may be relevant to evidence that it has incurred such costs, including documentary proof such as receipts, challans, invoices etc.

29.7.3 Save and except as expressly provided in this Article 29, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

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29.8 Termination Notice for Force Majeure Event

29.8.1 If a Force Majeure Event affecting all, or substantially all, parts of the Project subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, then and subject to Clause 29.8.2 below, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

29.8.2 If a Force Majeure Event affecting all, or substantially all, parts of the Project occurs after the Lot COD has been achieved for at least 80% (eighty percent) of the total Buses procured under this Agreement, and provided that the Authority is fulfiling its obligations under Clause 22.3.2, the Operator shall not have a right to terminate this Agreement for an extended Force Majeure Event under Clause 29.8.1 above.

29.9 Termination Payment for Force Majeure Event

29.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

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.

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29.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event. Asset redeployment shall be allowed while termination is in process.

29.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

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ARTICLE-30 : COMPENSATION FOR BREACH OF AGREEMENT

30.1 Compensation for default by the Operator

In the event of the Operator being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 30.1 for any default or breach in respect of which Damages are expressly specified and payable under this Agreement.

30.2 Compensation for default by the Authority

In the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Operator by way of compensation, all direct costs suffered or incurred by the Operator as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement.

30.3 Extension of Contract Period

Subject to the provisions of Clause 30.5, in the event that a material default or breach of this Agreement set forth in Clause 30.2 causes delay in achieving COD, the Authority shall, in addition to payment of compensation under Clause 30.2, extend the Contract Period, with such extension being equal in duration to the period by which COD was delayed.

30.4 Compensation to be in addition

Compensation payable under this Article 30 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof.

30.5 Mitigation of costs and damage

The affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

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ARTICLE-31 : SUSPENSION OF OPERATOR'S RIGHTS

31.1 Suspension upon Operator Default

Upon occurrence of an Operator Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Operator under this Agreement including the Operator's right to receive the Fee, and other payments pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Operator and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice.

31.2 Authority to act on behalf of Operator

31.2.1 During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of Buses.

31.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Operation and Maintenance of Buses, including the Maintenance Depots, shall continue to vest in the Operator in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Operator under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Operator and the Operator undertakes to indemnify the Authority for all costs incurred during such period. The Operator hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it under Clause 31.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Operator for and in respect of Operation and Maintenance of Buses.

31.3 Revocation of Suspension

31.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Operator under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

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31.3.2 Upon the Operator having cured the Operator Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Operator under this Agreement. For the avoidance of doubt, the Authority shall provide access to the Maintenance Depots and Buses, as the case may be, to enable the Operator to cure the Operator Default hereunder.

31.4 Termination

31.4.1 At any time during the period of Suspension under this Article 31, the Operator may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 32 as if it is an Operator Default under Clause 32.1.

31.4.2 Notwithstanding anything to the contrary contained in this Agreement, and in the absence of any mutual agreement between the Parties to the contrary, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of an Operator Default.

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ARTICLE-32 : TERMINATION

32.1 Termination for Operator Default

32.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 120 (one hundred and twenty) days, the Operator shall be deemed to be in default of this Agreement (an "**Operator Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority, the Authority's Representative or due to Force Majeure. The defaults referred to herein shall mean and include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2, and the Operator fails to replenish or provide fresh Performance Security, within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Operator fails to cure, within a Cure Period of 120 (one hundred and twenty) days, the Operator Default for which whole or part of the Performance Security was appropriated;

(c) the Operator fails to complete the Fit Out Works for the Maintenance Depots within 270 (two hundred and seventy) days from the Scheduled Maintenance Depot Completion Date, as may be extended in accordance with the terms of this Agreement;

(d) the Operator fails to supply the Prototype within the period specified in Clause 13.6;

(e) the Operator fails to procure and deliver the Buses in accordance with the Delivery Schedule and the amount of Damages payable by the Operator for such delay exceeds the maximum amount specified in Clause 13.9.2.

(f) the Operator is in material breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(g) the Operator is in breach of its obligations under Clause 19.7;

(h) the Operator has failed to make any payment to the Authority within the period specified in this Agreement and the Authority is unable to set-off such amounts from amounts due from it to the Operator in accordance with the terms of this Agreement;

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(i) a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 in any 6 (six) consecutive months or for aggregated 18 months during the period of the Agreement;

(j) a failure by the Operator to achieve the Key Performance Indicators set out in Clause 20.3 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for 3 (three) consecutive months;

(k) a material breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect on the Authority;

(l) the Operator creates any Encumbrance in breach of this Agreement;

(m) the Operator repudiates this Agreement (or any part thereof) or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement (or any part thereof);

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect on the Authority;

(p) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect on the Authority;

(q) the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Operator or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Operator suffers an Insolvency Event;

(s) The Operator has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect provided that, the same shall not be considered to be an Operator Default if, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed

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the obligations of the Operator under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and

(iii) each of the Project Agreements remains in full force and effect;

For avoidance of doubt, an amalgamation or reconstitution meeting the conditions set out in sub-clauses (i)–(iii) above shall not constitute an Operator Default under this Agreement.

(t) any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false or the Operator is at any time hereafter found to be in breach thereof;

(u) the Operator submits to the Authority any false statement, notice or other document, in written or electronic form, which has a Material Adverse Effect on the Authority;

(v) the Operator has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(w) a Suspension of this Agreement pursuant to Clause 31 (to the extent such Suspension is directly attributable to the Operator) for a period exceeding 180 (one hundred and eighty) days;

(x) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of 120 (one hundred and twenty) days.

32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Operator Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make

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a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause 32.1.3.

32.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.4.1 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Operator in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, (i) procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Operator, or (ii) issue a notice to the Authority requiring it to terminate the Agreement, and upon such notice being issued, the Authority shall, forthwith, immediately terminate this Agreement.

Provided further that upon written request from the Lenders' Representative and the Operator, the Government shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

32.2 Termination for Authority Default

32.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Operator or due to Force Majeure. The defaults referred to herein shall mean and include the following:

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Operator;

(b) the Authority has failed to make any payments to the Operator in accordance with the provisions of this Agreement.

(c) the Authority fails to provide the Right of Way to the Depot Sites in accordance with the terms of this Agreement;

(d) an assignment by the Authority, of its rights, interests and obligations under this Agreement in contravention of Clause 35.5; or

(e) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5
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Date : 23-09-2025

32.2.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of an Authority Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority, with a copy to the CESL; provided that before issuing the Termination Notice, the Operator shall by a notice (which shall also be copied to CESL) inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

32.3 Termination Payment

32.3.1 Upon Termination on account of an Operator Default after COD, 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, in computing the Termination Payment due to the Operator, the Authority shall deduct an amount equal to any Subsidy and Government Fiscal Assistance received by the Operator from the Program Manager and/or the Authority. Further, upon Termination on account of an Operator Default prior to the Lot COD of the first Lot of Buses, the Authority shall have the right to take over the Fit Out Works in progress in which case it shall pay to the Operator an amount equal to the actual capital cost of the Fit Out Works completed by the Operator up until the date of Termination as verified.

32.3.2 Upon Termination on account of an Authority Default at any time after the Appointed Date, 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.

It is further clarified that in case of termination on account of an Authority Default, the Authority shall return the Performance Security available with it at the time (if not already released).

32.3.3 Termination Payment shall become due and payable to the Operator within 60 (sixty) days of a demand being made by the Operator to the Authority with the necessary particulars, and in

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the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days of a demand being made by the Operator to the Authority with the necessary particulars; provided further that liability of the Authority to make the Termination Payment hereof is subject to the fulfilment of the Divestment Requirements in accordance with the provisions of Article 33 of this Agreement. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

32.3.4 Upon Termination on expiry of the Contract Period by efflux of time, no Termination Payment shall be due and payable to the Operator; provided that in the event any Project Assets shall have been acquired and installed after the 5th (fifth) anniversary of the COD, with prior written consent of the Authority, which consent shall not be unreasonably denied, a Termination Payment equal to 80% (eighty percent) of the Adjusted Depreciated Value of such assets and equipment shall be deemed to be Debt Due for the purposes of Termination Payment. Provided that, any Project Assets acquired by the Operator without the prior written consent of the Authority shall not be taken into account when calculating the Termination Payment under this Clause 32.3.4 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

32.3.5 The Operator expressly agrees that Termination Payment under this Article 32 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that the Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

32.4 Certain limitations on Termination Payment

32.4.1 Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 70 % (seventy per cent) of the Total Project Cost.

32.4.2 The Operator may only construct, acquire or install any Specified Assets after the 5th (fifth) anniversary of COD, but before the 10th (tenth) anniversary thereof (and excluding land), with the prior written consent of the Authority and which consent shall not be unreasonably withheld by the Authority. Provided that, any Project Assets constructed, acquired or installed by the Operator without the prior written consent of the Authority shall not be taken into account when calculating any "**Additional Termination Payment**" due to the Operator under this

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Article 32 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

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32.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the Buses, provided that the Termination has occurred after COD;

(b) take possession and control of the Maintenance Depots (including the Charging Infrastructure) forthwith;

(c) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;

(d) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority's premises;

(e) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and

(f) succeed upon election by the Authority, without the necessity of any further action by the Operator, to the interests of the Operator under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

32.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

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ARTICLE-33 : DIVESTMENT OF RIGHTS AND INTEREST

33.1 Divestment requirements upon expiry of the Contract Period

33.1.1 Upon expiry of the Contract Period, the Operator shall comply with and conform to the following divestment requirements (the "**Divestment Requirements**"), no later than 15 (fifteen) days from the date of expiry of the Contract Period:

(a) remove all its personnel and vacate and deliver forthwith the actual or constructive possession of the Maintenance Depots along with the infrastructure therein and any Opportunity Charging Stations, free and clear of all Encumbrances;

(b) cure the equipment at the Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations (if applicable) of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice, provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring (in each case for reasons not directly attributable to the Operator) no earlier than 120 (one hundred and twenty) days prior to the expiry of the Contract Period, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Contract Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, including transferring all relevant records, reports, software (including software codes) and manuals, and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations, if any, to the extent permissible under Applicable Laws;

(e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any; and

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(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, and Insurance Cover, free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.2 Inspection and cure

Not earlier than 90 (ninety) days prior to expiry of the Contract Period, but not later than [15 (fifteen)] days prior to the effective date of such expiry, the Authority shall verify, after giving due notice to the Operator specifying the time, date and place of such verification and/or inspection, compliance by the Operator with the Maintenance Obligations, and if required, cause appropriate tests to be carried out at the Operator's cost for this purpose. The Operator shall at its own cost and expense, cure defaults if any, in the Maintenance Obligations and the provisions of Article 32 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 33.

33.3 Cooperation and assistance on transfer of Maintenance Depots

33.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the assets specified in Clause 33.1.1 in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Depot Sites.

33.3.2 The Authority shall have the option to purchase or hire from the Operator at a fair market value and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 33.1.1 and is reasonably required in connection with operation of the Maintenance Depots. For the avoidance of doubt, in the event of Dispute or difference relating to the determination of the fair market value of such plant and machinery, the Dispute Resolution Procedure shall apply.

33.4 Divestment requirements upon termination

33.4.1 Upon Termination after COD and before the expiry of the Contract Period, the Operator shall comply with and conform to the following divestment requirements (the "**Divestment Requirements**"), no later than 15 (fifteen) days from the date of Termination:

(a) procure and deliver forthwith title to, and actual or constructive possession of the Buses and vacate and handover actual or constructive possession of the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, free and clear of all Encumbrances;

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(b) cure the Maintenance Depots, all Buses, Charging Infrastructure and Opportunity Charging Stations, if any, of all defects and deficiencies so that the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Contract Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations including transferring all relevant records, reports, software and manuals and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the Operation and Maintenance of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and shall be assigned or licensed to the Authority free of any Encumbrance for the operational life of these assets;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations to the extent permissible under Applicable Laws;

(e) take all necessary steps to safeguard and protect the Buses, the Charging Infrastructure, the Opportunity Charging Stations, if any, the Maintenance Depot(s) and all other equipment, materials and goods on the Depot Site;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;

(g) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations; and

(h) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.4.2 Subject to the exercise by the Authority of its rights under this Agreement or any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Operator, the Parties shall continue to perform their obligations under this Agreement

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notwithstanding the giving of any Termination Notice until the Termination of this Agreement becomes effective in accordance with its terms.

33.4.3 Upon Termination of this Agreement prior to the Lot COD of the First Lot of Buses, if the Authority exercises its right to take over the Fit Out Works, the Operator shall be required to handover peaceful possession of the Depot Sites and any Fit Out Works to the Authority no later than 15 (fifteen) days from the date of Termination. If the Authority chooses not to take over the Fit Out Works, the Operator shall clear the Depot Site(s) and handover vacant, peaceful possession of the Depot Site(s) to the Authority no later than 30 (thirty) days from the date of Termination.

33.5 Vesting Certificate

The divestment of all rights, title and interest in the assets specified in Clause 33.1.1 shall be deemed to be complete on the date on which all of the Divestment Requirements have been fulfiled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-O (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Operator of all of its rights, title and interest in such assets, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Buses and Maintenance Depots on the footing that all Divestment Requirements have been complied with by the Operator.

33.6 Divestment costs etc.

33.6.1 Upon expiry of the Contract Period, the Authority shall bear and pay, all costs incidental to divestment of all of the rights, title and interest of the Operator in the Maintenance Depots, Charging Infrastructure and the Opportunity Charging Stations, if any, in favour of the Authority. It is further clarified that Authority will not reimburse/ bear and pay the capital cost of any of the assets which are to be transferred to the Authority.

33.6.2 In the event of Termination attributable to the Operator, the Operator shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination.

33.6.3 In the event of Termination attributable to the Authority, the Authority shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination. It is further clarified that Authority will not reimburse the capital cost of any of the assets which are to be transferred to the Authority.

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33.6.4 In the event of any Dispute relating to matters covered by and under this Article 33, the Dispute Resolution Procedure shall apply.

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ARTICLE-34 : DEFECTS LIABILITY AFTER TERMINATION

34.1 Liability for defects after Termination

The Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

34.2 Retention in Escrow Account

34.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 34.2.3, a sum equal to 10% (ten per cent) of the total Fee in respect of the Contract Year immediately preceding the Transfer Date shall be retained by the Authority for a period of 180 (one hundred and eighty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 34.1.

34.2.2 Without prejudice to the provisions of Clause 34.2.1, the Authority shall carry out an inspection of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, at any time between 180 (one hundred and eighty) and 15 (fifteen) days prior to the Transfer Date and if it determines that the status of the Buses, Maintenance Depots, Charging Infrastructure or Opportunity Charging Stations is such that a sum larger than the amount stipulated in Clause 34.2.1 should be retained by the Authority and for a period longer than the aforesaid 180 (one hundred and eighty) days, the amount so determined, subject to a ceiling equivalent to twice the amount specified in Clause 34.2.1 shall be retained by the Authority for a period not exceeding 240 (two hundred and forty) days.

34.2.3 The Operator may, for the performance of its obligations under this Article 34, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 34.2.1 or 34.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-D (the "**Defects Performance Security**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Defects Performance Security for undertaking the repairs or rectification at the Operator's risk and cost in accordance with the provisions of this Article 34. Upon furnishing of a Performance Security under this Clause 34.2.3, the retention of funds in terms of Clause 34.2.1 or 34.2.2, as the case may be, shall be dispensed with.

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6. Part VI Other Provisions

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ARTICLE-35 : ASSIGNMENT AND CHARGES

35.1 Ownership of Project Assets

35.1.1 The Operator shall be the legal and beneficial owner, or shall have legal and beneficial right of use, of the Project Assets during the Contract Period and up until the divestment of its rights in the Project Assets in accordance with Article 33.

35.2 Restrictions on assignment and charges

35.2.1 Subject to Clause 35.3, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority.

35.2.2 Subject to the provisions of Clause 35.3, the Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Operator is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

35.3 Permitted assignment and charges

The restraints set forth in Clause 35.2 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;

(b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, other than Project Assets, arising or created in the ordinary course of business of the Operator, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;

(c) assignment of rights, interest and obligations of the Operator to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and

(d) retention of title and ownership of the Buses by the Lessors, if any;

(e) liens or encumbrances required by any Applicable Law.

(f) subcontracting limited to operations of the buses; and

(g) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.

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35.4 Substitution Agreement

35.4.1 The Lenders' Representative, on behalf of Senior Lenders, or Lessor(s) if any may exercise the right to substitute the Operator pursuant to the agreement for substitution of the Operator (the "**Substitution Agreement**") to be entered into amongst the Operator, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-R.

35.4.2 Upon substitution of the Operator under and in accordance with the Substitution Agreement, the Nominated Company substituting the Operator shall be deemed to be the Operator under this Agreement and shall enjoy all rights and be responsible for all obligations of the Operator under this Agreement as if it were the Operator; provided that where the Operator is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Operator for curing such breach.

35.5 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Operator, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who shall, at a minimum, have a credit rating (set by a reputed credit rating agency) that is equal to or better than that of the Authority as of the date of such assignment.

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ARTICLE-36 : CHANGE IN LAW

36.1 Increase in costs

If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the Operator may so notify the Authority. Upon the issuance of a notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on any amendments to this Agreement or on any other mutually agreed arrangement by which the Authority will compensate the Operator.

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Operator may by notice require the Authority to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Operator, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 36.1 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

36.2 Reduction in costs

If as a result of Change in Law, the Operator benefits from a reduction in costs or increase in net after-tax return or other financial gains, the Authority may so notify the Operator and propose amendments to this Agreement so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement.

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Operator to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Operator shall pay the amount specified therein to the Authority; provided that if the Operator shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 36.2 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

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36.3 Protection of NPV

Pursuant to the provisions of Clauses 36.1 and 36.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.

36.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 36 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than 1 (one) year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

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ARTICLE-37 : LIABILITY AND INDEMNITY

37.1 General indemnity

37.1.1 The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") from and against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of goods and services by the Operator to the Authority or to any person or from any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, a breach or default of this Agreement or any related agreement and/or a breach of its statutory duty on the part of the Authority Indemnified Persons.

37.1.2 The Authority shall indemnify, defend, save and hold harmless the Operator and its officers, servants and agents (the "**Operator Indemnified Parties**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Depot Sites, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Operator.

37.2 Indemnity by the Operator

37.2.1 Without limiting the generality of Clause 37.1, the Operator shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Operator to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's Contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its Contractors which are payable by the Operator or any of its Contractors.

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37.2.2 Without limiting the generality of the provisions of this Article 37, the Operator shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign Intellectual Property or confidentiality rights with respect to any materials, information, design or process used by the Operator or by the Operator's Contractors in performing the Operator's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Operator shall make every reasonable effort to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Maintenance Depots, Buses, Charging Infrastructure or Opportunity Charging Stations, if any, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Operator is unable to secure such licence within a reasonable time, the Operator shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they become non-infringing.

37.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 37 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

37.4 Defence of claims

37.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be reimbursed by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 37, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified

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Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

37.4.2 If the Indemnifying Party has exercised its rights under Clause 37.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

37.4.3 If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 37.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

37.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 37, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage

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of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

37.6 Limitation of Liability

37.6.1 Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, save and except with respect to any Termination Payment payable by the Authority in accordance with the terms of this Agreement, shall not exceed Rs. 1 crore (Rupees one crore) per Bus that is procured under this Agreement. For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties.

37.6.2 Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any loss of profit or for any other indirect or consequential damages or losses that may be suffered in connection with this Agreement.

37.7 Survival on Termination

The provisions of this Article 37 shall survive Termination.

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ARTICLE-38 : RIGHTS AND TITLE OVER SITES

38.1 Operator's rights

For the purpose of this Agreement, the Operator shall have rights to the use of the Depot Sites as the sole and exclusive licensee, subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Depot Sites by third parties in accordance with and subject to the provisions of this Agreement.

38.2 Access rights of the Authority and others

38.2.1 The Operator shall allow free access to the Depot Sites at all times for the authorised representatives of the Authority and for the persons duly authorised by any Government Instrumentality to inspect the Maintenance Depots, and to investigate any matter within their authority, and upon reasonable notice, the Operator shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

38.2.2 The Operator shall, for the purpose of operation and maintenance of any utility allow free access to the Depot Sites, as the case may be, at all times for the authorised persons and vehicles of the controlling body of such utility.

38.3 Property taxes

38.3.1 All property taxes on the Depot Sites shall be payable by the Authority as owner of the Depot Sites; provided, however, that any such taxes payable by the Operator under Applicable Laws for use of the Depot Sites shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of licence comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Operator to pay such stamp duties, which shall be reimbursed by the Authority to the Operator within 15 (fifteen) days of receiving the demand therefor.

38.4 Restriction on sub-letting

The Operator shall not sublicense or sublet the whole or any part of Depot Sites, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint Contractors for the performance of its obligations hereunder including for Operation and Maintenance of all or any part of the Depot Sites.

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ARTICLE-39 : DISPUTE RESOLUTION

39.1 Dispute resolution

39.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 39.2.

39.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

39.2 Conciliation

39.2.1 Conciliation in case of Operational disputes. The following procedure is to be followed for conciliation in case of disputes impacting the daily operations of the Buses.

Provision of Dispute Resolution Committee at the City & State level:

a) City Dispute Resolution Committee (CDRC)

The city shall constitute/ notify Standing Dispute Resolution Committee within 30 days from the signing of agreement. The committee shall comprise of the following members:

i) Municipal commissioner/ Deputy Municipal Commissioner of the city/ MD/CEO of STU- Chair of the committee;

ii) Depot Manager- Convener of the committee;

iii) One representative from the Operator; and

iv) An independent expert nominated by the Chair.

b) State Dispute Resolution Committee (SDRC)

The state shall constitute/ notify Standing Dispute Resolution Committee within 30 days from the signing of agreement by first city. The committee shall comprise of the following members:

i) Secretary/Principal Secretary of Transport/Urban Development- Chair of the committee;

ii) Municipal commissioner/ Deputy Municipal Commissioner of the respective city/ MD/CEO of STU- Convener of the committee;

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iii) One representative at the level of Director from the Operator; and

iv) An independent subject expert nominated by the Chair.

c) In the event of any dispute either Party may apply in writing for resolution of dispute by the city level committee initially. The City Dispute Resolution Committee shall make efforts to resolve the dispute within 30 days from the date of application. Failing resolution of dispute by the Committee, applicant party may approach the State Dispute Resolution Committee which shall make efforts to resolve the dispute within 30 days from the date of application. Failing resolution of dispute at both the levels, either Party may refer the Dispute for arbitration in accordance with the provisions of Clause 39.3.

39.2.2 Conciliation in case of disputes other than Operational disputes covered in 39.2.1

In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person (the Adjudicator) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the [Chairman of ***] and the Chairman of the Board of Directors of the Operator for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 39.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 39.3. The fees payable to the Adjudicator shall be borne equally by the Parties.

39.3 Arbitration

39.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 39.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 39.3.2. Such arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 and applicable rules, as amended from time to time(the "Act"),. The place of such arbitration shall be [[●]]5, and the language of such arbitration proceedings shall be in English.

39.3.2 There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall nominate 1 (one) arbitrator within 15 days of either Party notifying the other their intent to initiate arbitration proceedings, and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected. In the event of either Party failing to nominate an arbitrator or the two arbitrators failing to nominate the third arbitrator within 15 days of their nomination, the appointment shall be made in accordance with the Act.

[5] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

39.3.3 The arbitral tribunal shall make a reasoned award (the "**Award**") within a period of twelve (12) months from the date of constitution of the Panel or an extended period mutually agreed by the Parties. Any Award made in any arbitration held pursuant to this Article 39 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.

39.3.4 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.

39.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

39.4 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Operator and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 39.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

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ARTICLE-40 : DISCLOSURE

40.1 Disclosure of Specified Documents

The Operator shall make available for inspection by any person, copies of this Agreement, the Maintenance Manual, the Operation Manual, the Safety Requirements and the 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.

40.2 Disclosure of Documents relating to safety

The Operator shall make available for inspection by any person copies of all Documents and data relating to Safety of the Buses, free of charge, during normal business hours on all working days, at the Operator's registered office. The Operator shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

40.3 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 40.1 and 40.2, the Authority shall be entitled to direct the Operator, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression "**Protected Documents**" shall mean such of the Specified Documents or documents referred to in Clauses 40.1 and 40.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

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ARTICLE-41 : REDRESSAL OF COMPLAINTS

41.1 Complaint Register

41.1.1 The Operator shall keep one register (the "**Complaint Register**") in every Bus for recording of complaints by Users, and another for recording of complaints by drivers and maintenance staff.

41.1.2 The Complaint Register shall be securely bound, and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, substance of the complaint and the action taken by the Operator.

41.1.3 Without prejudice to the provisions of Clauses 41.1.1 and 41.1.2, the Authority may, in consultation with the Operator, specify the procedure for making complaints in electronic form and for responses thereto.

41.2 Redressal of complaints

41.2.1 The Operator shall inspect the Complaint Register of every Bus including compliants registered electronically before undertaking any Maintenance, as the case may be, and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly recorded by the Operator in the Complaint Register.

41.2.2 In the event that a complaint shall require an urgent response from the Operator, the driver of a Bus or any maintenance staff of the Authority, as the case may be, shall inform the Maintenance Depot or the Control Centre forthwith.

41.2.3 The Operator shall submit to the Authority, relevant extracts of the Complaint Register no later than [7 (seven)] days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register, to the satisfaction of the Authority.

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ARTICLE-42 : MISCELLANEOUS

42.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at [●][6] shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

42.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

42.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Operator in the Maintenance Depots shall be deemed to be acquired and owned by the Operator. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Operator under Applicable Laws.

[6] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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42.4 Delayed payments

42.4.1 The Parties hereto agree that payments due that are not covered under Payment Security Mechanism from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 3% (three per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

42.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

42.5 Waiver

42.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

42.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

42.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority of any Project Agreement, Document or Drawing submitted by the Operator nor any observation or inspection of the construction, operation or maintenance of the Project and Buses nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Operator from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Operator by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

Signature Not Verified
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42.7 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

42.8 Survival

42.8.1 Termination shall:

(a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

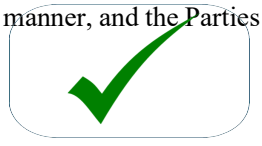
42.8.2 All rights and obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination; provided, however, that all obligations of the Operator in relation to licensing, sub-licensing, assignment or transfer of the specified Intellectual Property to the Authority shall survive the Termination in perpetuity.

42.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Operator arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such, provided however, that if there is a contradiction or conflict between the terms of the Request for Qualification or Request for Proposals and the terms of this Agreement, the terms of this Agreement shall prevail.

42.10 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with



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a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

42.11 No partnership

This Agreement shall not be interpreted or construed to create an association or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

42.12 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

42.13 Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

42.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Operator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Operator may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside [●]7 may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or email to the number as the Operator may from time to time designate by notice to the Authority;

{Attention:
Designation:

[7] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Address:
Fax No:
Email:}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Operator; provided that if the Operator does not have an office in [●]8 it may send such notice by facsimile or email and by registered acknowledgement due, air mail or by courier;

{Name:
Designation:
Address:
Fax No:
Email:}; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

42.15 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

42.16 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

[8] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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ARTICLE-43 : DEFINITIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Auditors**" shall have the meaning ascribed to it in Clause 26.2.3;

"**Additional Termination Payment**" means the amount payable upon Termination in respect of Specified Assets, if any, as further limited by the provisions of Clause 32.4.2;

"**Adjusted Depreciated Value**" means the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Operator) to reflect the variation occurring in WPI between the date of procurement thereof and the Transfer Date;

"**Adjusted Equity**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "**Reference Date**"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "**Base Adjusted Equity**") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and

(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)[9] thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made;

"**Affected Party**" shall have the meaning as set forth in Clause 29.1;

[9] This number shall be substituted in each case by the figure arrived at upon dividing 100 by the number of months comprising the Contract Period. For example, the figure for a 15 (fifteen) year Contract Period shall be 100/180= 0.555 rounded off to two decimal points i.e. 0.56.

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"**Agreement**" or "means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Allowed Energy Consumption**" shall have the meaning as set forth in Clause 22.5.3;

"**Annual Assured Bus Kilometres/ Annual Assured Kilometers**" shall have the meaning ascribed to it in Clause 22.3.1; i.e. for 12m buses, the annual assured kilometers is 72,000 kms and for 9m buses, the annual assured kilometers is 64,800 kms.

"**Annual Safety Report**" shall have the meaning ascribed to it in Clause 18.5.1;

"**Appendix**" shall have the meaning as set forth in Clause 10.3.1;

"**Applicable Laws**" means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, the State Government or any Government Instrumentality having jurisdiction over the Parties, the Depot Sites or the Project, including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, Operation and Maintenance of the Buses and Maintenance Depots, as the case may be, during the subsistence of this Agreement and shall include those as set out in Schedule-C;

"**Appointed Date**" means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;

"**Approved Valuer**" means a firm of valuers recognized as such by the Inform Tax Department and having experience of valuing at least 5 (five) properties exceeding Rs. 100 cr. (Rs. One hundred crore) each in value.

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"**Associate**" or "**Affiliate**" means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Authority as set out in Schedule-C;

"**Authority Default**" shall have the meaning set forth in Clause 32.2.1;

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"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 37.1.1;

"**Authority Nominated Personnel**" means any person authorized by the Authority to collect User Fare from passengers for using the Bus Service;

"**Authority Representative**" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"**Availability**" shall have the meaning set forth in Clause 20.3.2;

"**Award**" shall have the meaning set forth in Clause 39.3.3;

"**Bank**" means a nationalised bank or a scheduled bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Base Index Date**" means the last date of the month which shall have closed no later than 30 (thirty) days prior to the Bid Date;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof and "**Bids**" shall mean the bids submitted by any and all pre-qualified bidders;

"**Bid Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"Bid Documents" mean the Request for Proposal dated ____ issued by CESL on behalf of participating entities comprising of 3 volumes including instruction to bidders (Volume 1), draft Master Concession Agreement (Volume 2) and Technical Specifications (Volume 3).

"**Bid Security**" means the security provided by the Operator to the Authority along with the Bid in accordance with the Request for Selection, and which is to remain in force until substituted by the Performance Security;

"**Breakdown**" means the mechanical failure of a bus that prevents the bus from being in operation or impedes the operation so much that it is impossible or dangerous to operate, provided that such mechanical failure has not arisen on account of any accidents, vandalism, arson, riots or natural calamities;

"**Breakdown Factor**" shall have the meaning as set forth in Clause 20.2.1;

"**Bus**" means a bus complying with Standards and Specifications as detailed in Schedule-B, procured by the Operator as per the Delivery Schedule, for the purposes of Project;

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PB : deepak.mittal(Deepak Mittal)
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"**Bus Lease Agreement**" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.

"**Bus Kilometer**" means kilometers travelled by each Bus, as per Clause 22.1.3;

"**Bus Kms Frequency**" shall have the meaning as set forth in Clause 20.5.1(b);

"**Bus Service**" means the service provided to Users in terms of this Agreement;

"**Bus Stop**" means designated stops, along the routes from where passengers board and alight the Bus, as per the Deployment Plan at Schedule-J;

"**CESL**" shall have the meaning set forth in Recital B;

"**Change in Law**" means the occurrence of any of the following after the Bid Date:

(a) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Instrumentality;

(b) the repeal, modification or re-enactment of any existing Applicable Law;

(c) the commencement of any Applicable Law, which has not entered into effect until the Bid Date;

(d) the introduction of a requirement for the Operator to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit;

(e) a change in the interpretation or application of any Applicable Law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or

(f) any change in the rates of any of the Taxes that have a direct effect on the Agreement;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 2 (two) years from the COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership;

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"**Change of Scope**" shall have the meaning as set forth in Clause 15.1;

"**Change of Scope Notice**" shall have the meaning set forth in Clause 15.2.1;

"**Change of Scope Order**" shall have the meaning set forth in Clause 15.2.3;

"**Charging Infrastructure**" means the charging infrastructure and equipment required to be installed by the Operator at the Maintenance Depots for the sole purpose of charging Buses which shall include the required electric and allied civil infrastructure for Charging the buses, in accordance with the Specifications and Standards;

"**Commencement of Service**" means, with respect to any Bus, the date such Bus is commissioned and put in commercial operations, in each case, in accordance with the provisions of this Agreement;

"**Commercial Operation Date**" or "**COD**" shall have the meaning set forth in Clause 14.2.3;

"**Completion Certificate**" shall have the meaning as set forth in Clause 14.2.2;

"**Complaint Register**" shall have the meaning as set forth in Clause 41.1.1;

"**Concession**" shall have the meaning set forth in Clause 3.1.1;

"**Control Centre**" shall have the meaning as set forth in Clause 16.4.7;

"**Conditions Precedent**" shall have the meaning as set forth in Clause 4.1.1;

"**Consortium**" shall have the meaning as set forth in Recital (C);}

"**Consumables**" shall have the meaning as set forth in Clause 17.3.1;

"**Contract Period**" shall have the meaning as set forth in Clause 3.1.1;

"**Contract Year**" means the First Contract Year and thereafter each period of 12 (twelve) Months, provided that the last Contract Year shall end on the last day of the Contract Period.

"**Contractor**" means the person or persons, as the case may be, with whom the Operator has entered into any of the construction contracts, the O&M Contract any other material contract for the Fit Out Works, operation and/or maintenance of the Maintenance Depots, the Charging Infrastructure or the Buses, as the case may be, or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Operator;

"**Covenant**" shall have the meaning as set forth in Clause 5.2.5;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

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(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;

"**Damages**" shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the lenders under the financing agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the financing agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the financing agreements to any lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default, provided that any accrued interest payable under the financing agreements on, or in respect of, the debt referred to in Sub-clause (a) in the event of Termination due to an Operator Default shall be capped at the lesser of (i) the interest rate specified in the financing agreements; or (ii) 5% (five percent) above the Bank Rate;

(c) any debt provided by the lenders in connection with any bank guarantees submitted by the Operator to the Authority pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded; and

(d) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i) the remaining term of the Bus Lease Agreement(s); and (ii) the balance Contract Period.

provided that if all or any part of the Debt Due is convertible into Equity at the option of lenders and/or the Operator, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken; provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges, Bus Lease rentals due and payable in an Accounting Year to the Senior Lenders or the

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Lessor(s), as the case may be, for and in respect of Debt Due under the Financing Agreements or under the Bus Lease Agreement(s), as the case may be;

"**Defects Performance Security**" shall have the meaning as set forth in Clause 34.2.3;

"**Delay Event**" shall mean:

(i) occurrence of a Force Majeure event, provided that the requirements of Clause 29.5 have been complied with;

(ii) a Change in Law;

(iii) undue delay by the relevant Government Instrumentality in granting or renewing any Applicable Permit, despite the Operator having applied for such grant or renewal expeditiously and having complied with the requirements of Applicable Laws in making such application;

(iv) undue delay by the relevant Government Instrumentality in providing any utility connection, despite the Authority or the Operator, as the case may be, having applied for such utility connection expeditiously and having complied with the requirements of Applicable Laws in making such application;

(v) failure by the Authority to handover possession of Maintenance Depots meeting the Minimum Maintenance Depot Specifications in accordance with the requirements of this Agreement;

(vi) any delay directly attributable to unforeseen site conditions in accordance with Clause 10.9; and

(vii) delay caused in complying with any instructions of the Authority, which instructions are not directly attributable to any default of the Operator.

"**Delivery Schedule**" shall mean the schedule according to which the Operator shall procure and deliver the Buses in accordance with the terms of this Agreement and as set out in Schedule-J;

"**Depot Sites**" shall have the meaning as set forth in Article 10;

"**Deployment Plan**" shall have the meaning as set forth in Clause 16.5.1;

"**Designs**" or "**Drawings**" means all of the drawings, designs, calculations and documents pertaining to the Buses as set forth in Schedule-F;

"**Design Report**" shall have the meaning as set forth in Clause 13.4.2;

"**Dispute**" shall have the meaning as set forth in Clause 39.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes as set forth in Article 39;

"**Divestment Requirements**" means the obligations of the Operator for and in respect of Termination as set forth in Clause 33.1.1;

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"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Emergency**" means a condition or situation that is likely to endanger the environment or lives or security of the individuals on or about the Maintenance Depots or Buses, as the case may be, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Licensed Premises, Maintenance Depots or Buses and, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Maintenance Depots or Buses, as the case may be, where applicable herein;

"Equal opportunity" means that the Operator cannot use the following characteristics as reasons to hire or reject candidates or make other employment decisions including wages: Race / color, origin / ethnicity, religion, age, sex / gender / sexual orientation, physical or mental disability except to the extent it such characteristic makes the candidate unsuitable for the position in question e.g., a candidate with poor eyes-sight for driving duty.

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Operator for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Operator, and any interest-free funds advanced by any shareholder of the Operator for meeting such equity component.

"**Escrow Account**" means an account which the Authority shall open and maintain with the Escrow Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts, if applicable, of such Escrow Account;

"**Escrow Agreement**" shall have the meaning set forth in Clause 27.1.2;

"**Escrow Bank**" shall have the meaning set forth in Clause 27.1.1;

"**Escrow Default**" shall have the meaning set forth in Schedule-M;

"**Fee**" shall have the meaning set forth in Clause 22.1;

"**Fee Revision Date**" means the date of Fee Revision in accordance with Clause 22.4.1;

"**Financial Aggregator**" means any entity including its associates with the intent and capability of providing capital/funds for the e-bus business eligible as per eligibility and qualifications criteria set forth in Request for Proposals under the project;

"**Financial Close**" means the fulfilment of all Conditions Precedent to the initial availability of funds under the Financing Agreements or the Bus Lease Agreement(s);

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"**Financial Model**" means the financial model adopted by lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the lenders or the Lessor under the Bus Lease Agreement(s), and includes a description of the assumptions and parameters used for making calculations and projections therein;

"**Financial Package**" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the lenders, and includes Equity, all financial assistance specified in the financing agreements, subordinated debt, lease rentals and other financial terms of lease under the Bus Lease Agreement(s) if any;

"**Financing Agreements**" means the agreements executed by the Operator in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to nonconvertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

"**First Contract Year**" means the period of 12 (twelve) calendar months commencing from the date on which the Lot COD for the first Lot of Buses procured by the Operator is achieved.

"**Fit Out Works**" means all works and things required to be undertaken by the Operator to completely fit out, equip and otherwise complete the Maintenance Depots in accordance with this Agreement, including the provision of all service equipment, tools, tackles, facilities, civil and electrical works and any other allied infrastructure (including the Charging Infrastructure) as may be required to Operate and Maintain the Buses, the Maintenance Depot and the Charging Infrastructure;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 29.1;

"**Force Majeure Costs**" shall have the meaning as set forth in Clause 29.7.2;

"General Safety" means an event of a **minor accident** in which a person is injured or no injury but damage to vehicle and/or property sustains. In case of injury, the nature of injury shall be of minor nature such as a cut, sprain or bruise, where only first aid is required and does not require hospitalisation.

"**GoI**" means the Government of India;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government Fiscal Assistance**" means, any financial assistance provided to the Operator by any Government Instrumentality, under any Applicable Laws or any scheme, policy or guidelines, as may be applicable;

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"**Government Instrumentality**" means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, Authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Buses or Maintenance Depots as the case may be, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;

"**Gross Cost Contract (GCC)**" shall mean the model of procurement where the Buses and Charging Infrastructure are owned, operated, and maintained by the Operator at a specific rate and contract period. The Authority pays a pre-decided per km fee (PK Fee) for these services discovered through competitive bidding process to the Operator. The revenue generated from transport services is collected by the Authority. The major roles and responsibilities of the Operator and Authority are defined in Article 5 and Article 6 respectively of this Agreement.

"**Guaranteed Availability**" shall have the meaning set forth in Clause 20.3.3;

"**Guaranteed Arrival Punctuality**" shall have the meaning set forth in Clause 20.4.4;

"**Guaranteed Bus Kms Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Guaranteed Start Punctuality**" shall have the meaning set forth in Clause 20.4.4;

"**Guaranteed Trip Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 37;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 37;

"**Indirect Political Event**" shall have the meaning as set forth in Clause 29.3;

"**Insolvency Event**" in respect of a Party means:

(a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("**Code**"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days or (C) directions with the same or similar effect happen under the

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provisions of the Companies Act, 1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Operator pursuant to Article 25, and includes all insurances required to be taken out by the Operator under Clause 25.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical indicators, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**Intelligent Transit Management Systems**" or "**ITMS**" shall have the meaning as set forth in Clause 16.4.7;

"**Invoice**" shall have the meaning as set forth in Clause 22.2.1;

"**Invoice Amount**" shall have the meaning as set forth in Clause 22.2.2;

"**Key Performance Indicators**" shall have the meaning as set forth in Clause 20.1;

"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (D);

"**Lead Member**" shall mean the lead member of the Consortium, and in the event there is no Consortium, the Selected Bidder;

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**Lessor"** means the manufacturer or owner of the Buses or any other Person who provides the Buses on lease to the Operator for supply to the Authority in accordance with this Agreement.

"**Licensed Premises**" shall have the meaning set forth in Clause 10.2.2;

"**Lot(s)**" means the Buses procured, by the Operator, in lots as per the Delivery Schedule;

"**Lot Commercial Operation Date**" or "**Lot COD**" shall have the meaning set forth in Clause 14.2.3;

"**Maintenance Depots**" shall mean the bus depots and/or terminals to be handed over by the Authority to the Operator for the Buses at the Depot Sites specified in Schedule-A, in accordance with the Minimum Maintenance Depot Specifications, Applicable Laws and Good Industry Practices;

"**Maintenance Depot Completion Certificate**" shall have the meaning as set forth in Clause 12.5.4;

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"**Maintenance Depot Completion Date**" means the date on which the Completion Certificate is issued under the provisions of Article 14;

"**Maintenance Inspection Report**" shall have the meaning as set forth in Clause 19.3;

"**Maintenance Manual**" shall have the meaning ascribed to it in Clause 17.2.1;

"**Maintenance Obligations**" shall have the meaning as set forth in Clause 17.1.1;

"**Maintenance Requirements**" shall have the meaning as set forth in Clause 17.4;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**Minimum Escrow Balance**" shall have the meaning as set forth in Clause 27.1.3;

"**Minimum Maintenance Depot Specifications**" means the minimum specifications and standards according to which the Maintenance Depots are required to be designed, constructed and completed prior to its handover by the Authority to the Operator in accordance with the requirements of this Agreement, as set forth in Schedule [□].

"**Monthly Fees**" shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

"**Monthly Assured Payment Amount**" shall have the meaning ascribed to it in Clause 22.3.2;

"**Monthly Assured Payment Invoice**" shall have the meaning ascribed to it in Clause 22.3.3;

"**MW**" means minimum wages (skilled category) as notified by the relevant Government Instrumentality in accordance with Applicable Laws.

"**Non-Political Event**" shall have the meaning as set forth in Clause 29.2;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Operator, and proposed to the Authority for assignment/transfer of the Agreement;

"**NPV**" shall have the meaning as set forth in Clause 36.3;

"**Operation and Maintenance**" or "**O&M**" means operation and maintenance of the Buses, the Maintenance Depot and the Charging Infrastructure, as the case may be, and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;

"**O&M Contract**" means the maintenance contract that may be entered into between the Operator and the O&M Contractor for performance of all or any of the O&M obligations;

"**O&M Contractor**" means the person, if any, with whom the Operator has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Operator;

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"**O&M Expenses**" means expenses incurred by or on behalf of the Operator or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**Operation Manual**" shall have the meaning as set forth in Clause 16.3.1;

"**Operational Infractions**" shall mean those events, incidents or circumstances of sub-optimal performance and/or non-compliance with the Operations and Maintenance requirements in this Agreement which are as set out in Schedule-T.

"**Operational Route**" shall have the meaning as set forth in Clause 16.4.1;

"**Operator Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Operator as set out in Schedule-C;

"**Operator Default**" shall have the meaning as set forth in Clause 32.1.1;

"**Operator Indemnified Parties**" shall have the meaning as set forth in Clause 37.1.2;

"**Opportunity Charging Stations**" shall have the meaning as set forth in Clause 16.4.8;

"**Overnight Charge**" or "**Overnight Charging**" means, with respect to each Bus, the ability to fully charge the battery of such Bus from full discharge, between the time such Bus is scheduled to arrive at the Maintenance Depot after completing its operations on any day and the time such Bus is next scheduled to commence operations (which may be on the immediately next day), in each case in accordance with the Deployment Plan.

"**Panel of Chartered Accountants**" shall have the meaning set forth in Clause 26.2.1;

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the parties to this Agreement individually;

"**Passenger Charter**" shall have the meaning as set forth in Clause 20.10;

"**Performance Security**" shall have the meaning as set forth in Clause 9.1.1;

"**PK Fee**" means the amount in INR payable by the Authority to the Operator for each kilometer of bus operation under this Agreement and at which the LOA has been awarded to the Operator.

"**PKM**" or "**Passenger Kilometres**" means the cumulative distance travelled by Users on the Buses in a day;

"**Political Event**" shall have the meaning as set forth in Clause 29.4;

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SERVICES LIMITED, C=IN
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"**Project**" means the supply, operation and maintenance of Buses and the Fit Out Works, operation and maintenance of the Maintenance Depots in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Agreement;

"**Project Agreements**" means this Agreement, construction contracts, supply contracts, O&M Contract, the Bus Lease Agreement 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 goods and services for the Maintenance Depots;

"**Project Assets**" means all physical and other assets relating to and forming part of the Depot Sites and Maintenance Depots, including:

(a) rights over the Licensed Premises in the form of licence, Right of Way or otherwise;

(b) tangible assets such as civil works and equipment including foundations, embankments, electrical systems, communication systems and administrative offices;

(c) all rights of the Operator under the Project Agreements;

(d) financial assets, such as receivables, security deposits etc.;

(e) insurance proceeds; and

(f) Applicable Permits and authorisations relating to or in respect of the Project;

"**Project Milestones**" means the project milestones set forth in Schedule-E;

"**Protected Documents**" shall have the meaning as set forth in Clause 40.3;

"**Prototype**" shall have the meaning as set forth in Clause 13.4.1;

"**Provisional Maintenance Manual**" shall have the meaning as set forth in Clause 17.2.1;

"**Provisional Operation Manual**" shall have the meaning as set forth in Clause 16.3.1;

"**Punch List**" shall have the meaning set forth in Clause 14.1.5;

"**Re**.", "**Rs**." or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Real Estate Development**" shall have the meaning set forth in Annex-II ;

"**Reference Exchange Rate**" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"**Reference Index Date**" for and in respect of a Year, means the last date of the month which shall have closed no later than 30 (thirty) days prior to commencement of that Year;

"**Request for Proposals**" or "**RFP**" shall have the meaning as set forth in Recital (B);

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"**Revision of Fee**" shall have the meaning set forth in Clause 22.4.1;

"Right of Way" means the constructive possession of the Depot Sites, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Maintenance Depots [and Real Estate Development]10, in accordance with this Agreement;

"**Safety**" means general safety and severe safety;

"**Safety Requirements**" shall have the meaning as set forth in Clause 18.1;

"**Scheduled COD**" shall have the meaning set forth in Clause 14.3;

"**Scheduled CP Satisfaction Date**" shall have the meaning set forth in Clause 4.2(a);

"**Scheduled Maintenance**" shall have the meaning as set forth in Clause 17.2.2;

"**Scheduled Maintenance Depot Completion Date**" shall have the meaning set forth in Clause 12.5.1;

"**Scope of the Agreement**" shall have the meaning as set forth in Clause 2.1;

"**Selected Bidder**" shall have the meaning as set forth in Recital (C);

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees or lessors in case of leasing of assets, who have agreed to guarantee or provide finance to the Operator under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Operator;

"Severe Safety" means an event of a **Major Accident** causing a loss of life or a grievous injury due to which a person is detained in hospital as an "in patient" or if any one of the following injuries are sustained whether or not he or she is detained in the hospital such as fractures, concussions, internal injuries, crushing, severe cuts and lacerations or severe general shock requiring medical treatment and victim may or may not require ICU admission.

"**Spares**" shall have the meaning as set forth in Clause 17.3.2;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Buses and Maintenance Depots, as set forth in Schedule-B, and any modifications thereof, or additions thereto, as included in the design and engineering for the Buses submitted by the Operator to, and expressly approved by, the Authority;

"**Specified Assets**" means and includes such of the Project Assets which are constructed, acquired or installed after the [5th (fifth)] anniversary of COD, but before the [10th (tenth)] anniversary thereof; and but shall in no case include land.

"**Specified Documents**" shall have the meaning as set forth in Clause 40.1;

[10] **Drafting Note** – To be deleted if Real Estate Development is not included.

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"**Start Punctuality**" shall have the meaning as set forth in Clause 20.4.1;

"**State**" means the State of [●] and

"**State Government**" means the government of [●];

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force;

"**Substitution Agreement**" shall have the meaning as set forth in Clause 35.4.1;

"**Suspension**" shall have the meaning as set forth in Clause 31.1;

"**Taxes**" means any Indian taxes including the goods and services tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project, which are charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"**Termination**" means the termination of this Agreement in accordance with its terms;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority under and in accordance with the provisions of this Agreement, upon Termination and includes Additional Termination Payment. For the avoidance of doubt, it is expressly agreed that the amount payable shall be subject to the limitations specified in Clause 32.3;

"**Tests**" means the tests as set forth in Schedule-H to determine the conformity of Buses with the provisions of this Agreement;

"Total Project Cost" means the capital cost incurred on construction and financing of the Project, excluding Real Estate Development, and shall be limited to the lowest of:

(a) the capital cost* of the project as set forth in the Financial Package;

(b) the actual capital cost of the Project upon completion;

*Capital cost per bus calculated at 50% of the PK fee quoted by the bidder at Net Present Value (NPV) of Net Present Value (NPV) of all future payments, using total minimum Assured monthly Kilometers run and total contract period, cost of the bus will be calculated using 10.5 % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

$$\textbf{\textit{Cost of Bus}} = \frac{\boldsymbol{a}}{\boldsymbol{r}}\left(\mathbf{1} - \frac{\mathbf{1}}{(\mathbf{1}+\boldsymbol{r})^{\boldsymbol{n}}}\right)$$

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Where,

a – Monthly equal payment for Capital Cost

= 0.5 * L1 GCC Rate * Assured Monthly Kilometers run

r - Monthly discount rate in decimals

n - Contract Period in months

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount herein before specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost. For the avoidance of doubt, it is agreed that Total Project Cost shall not include the cost of Specified Assets.

"**Total Scheduled Bus Kilometers**" shall have the meaning as set forth in Schedule-J;

"**Training Obligations**" shall have the meaning as set forth in Clause 23.1;

"**Transfer Date**" means the date of completion of the services under this Agreement or termination of the Agreement by a Termination Notice;

"**Trip Frequency**" shall have the meaning as set forth in Clause 20.5.1;

"**Unscheduled Maintenance**" shall have the meaning as set forth in Clause 17.2.4;

"**Unsubsidised Buses**" shall have the meaning as set forth in Clause 22.6.2;

"**User**" means a person who uses or intends to use the Buses on payment of User Fare or in accordance with the provisions of this Agreement and Applicable Laws;

"**User Fare**" means the fare payable by users for traveling on the Bus;

"**Vesting Certificate**" shall have the meaning as set forth in Clause 33.5.

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Date : 23-09-2025

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERD THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

THE AUTHORITY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail Address)

In the presence of:

1.

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the ……...day of 20…… hereunto affixed in the presence of ……. Director, who has signed these presents in token thereof and

…… Company Secretary / Authorised Officer who has countersigned the same in token thereof[£]:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail Address)

2.

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£ To be affixed in accordance with the articles of association of the Operator and the resolution passed by its Board of Directors

Signature :-
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SCHEDULES

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SCHEDULE-A : SITE OF THE MAINTENANCE DEPOT

(See Clause 10.1)

1 The Depot Site

1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.

1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to the Site shall be prepared jointly by the Authority Representative and the Operator, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

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Annex - I
Site of the Depot

[●]

Note: Through suitable Drawings and description in words, the land comprising the Site shall be specified briefly but precisely. In the event there are any buildings or structures on the Site, the same shall be marked in the Drawings and briefly described in words.

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[Annex-II
Real Estate Development]

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[Annex - III
Funded Works
(*See Clause 12.6*)
[●]

Note: Briefly but precisely list the work to be included in Funded Works along with the lump sum amount of capital cost of each of the listed works.**]**

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SCHEDULE-B : SPECIFICATIONS AND STANDARDS

(See Clause 13.1)

1. The Operator shall comply with the Bus Specifications (including specifications for ITS) set forth in Volume 3 – Technical Specifications for procurement of Buses.

2. Latest bus specifications, currently [Urban Bus Specifications - II issued by Ministry of Urban Development, GoI in April 2013, the AIS 052 – Bus Body Code issued by the Automotive Research Association of India ("ARAI") in 2015, and the Central Motor Vehicles Rules, 1989 or latest], should be followed unless changes are specified to this schedule by the Authority.

3. The Operator should comply with the Branding Guidelines as set forth by MHI while deployment of Buses.

4. Subject to the provisions of this Schedule, procurement of Bus shall conform to Applicable Laws and the latest bus specifications published by Ministry of Urban Development, MoRTH, GoI. An authenticated copy of the latest bus specifications has been provided to the Operator as part of the RFP.

5. Deviations from the aforesaid bus specifications shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.

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SCHEDULE-C : APPLICABLE PERMITS

(See Clause 4.1.3 & 5.1.11)

I. The following permits shall be obtained by the Operator:

1. For Buses

(a) Commercial Vehicle Permit
(b) Certificate of Registration of Buses
(c) Certificate of Fitness
(d) Bus Insurance
(e) Customs Clearance Certificate (if needed)

2. For Maintenance Depot

Any civil and electricial work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator.

(a) Fire safety clearance from Fire Department (if any)
(b) Insurance for Depot, Electrical & Civil Infrastructure and other operator owned & maintained assets
(c) Customs Clearance Certificate for any testing or maintenance equipment (if needed)
(d) Clearance of Pollution Control Board for installation of diesel generator sets
(e) License for use of explosives (if needed)
(f) License from Inspector of factories or other competent authority
(g) Clearance of Pollution Control Board for Asphalt Plant (if needed)
(h) Any other permits or clearances required under Applicable Laws

II. The following permits shall be procured by the Authority:

1. No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable and for inter-state operations, from all concerned governments/authorities
2. Fare Notification
3. Stage Carriage Permit
4. Conductor's License
5. Permits for Building Plan in accordance with the applicable State Act and by-laws
6. Permission of State Government for cutting of trees
7. Permission of State Government for water supply (if needed)
8. Applicable Environment Clearance from State Government

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SCHEDULE-D : PERFORMANCE SECURITY

(See Clause 9.1)

……
Government of ……,
……

WHEREAS:

A. **The [MUNICIPAL ADMINISTRATION] of [•]**, acting through {.....}, [•], and having its head office at {……..} (hereinafter referred to as the "**Authority**" or, which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

{****** Limited}, having its registered office at {……..} represented through its ****** (hereinafter referred to as the "**Operator**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Authority and the Operator are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

B. The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs …… (Rupees ……. only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement Period (as defined in the Agreement).

C. We, ……through our Branch at……(the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator's obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of the ……., that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Operator for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of 90 (ninety) days beyond the Contract Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect until 90 (ninety) days from the end of the Contract Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... , 20 ..... at

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)

(Address)
NOTES:

i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -I to SCHEDULE-D

PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……...

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

having its Principal place of business at ……....(Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") concerning …….....….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) .....

having its Principal place of business at ……....(Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……....(Address of Associate) ..... and Registered Office at ……....(Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities concerning …….....….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package along with name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

of ..... and having its Registered/Head Office at …..…….(insert address of registered office of the **Insurer**)…….... do hereby irrevocably guarantee payment to you up to …….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this **Insurance Surety Bond** shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……. (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. …… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -II to SCHEDULE-D

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

Ref..: Forfeiture of Performance Security Amount against **Insurance Surety Bond** No. …… …… dated …… for …….., issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for ……. as Performance Security for the bid submitted by M/s. ……*(insert name of the Bidder)* ……... against ….. *(insert name of the Package)* ……. ; Specification No. …….

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Performance Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The **Insurer** is requested to remit the full guaranteed sum ……. towards proceeds of the performance security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
.....(Registered Office of the **Insurer***)....*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -III to SCHEDULE-D

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond No. …… …… dated …… for …….. valid up to …… issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this **Insurance Surety Bond** to us towards Performance Security against ….. *(insert name of the Package)* ……. ; Specification No. …….

We, ……. *(insert name of the Employer)* …….. do hereby request you to lodge our claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** No. …….. dated …….. extending its validity upto ……. is not got arranged by ……*(insert name of the Bidder)* ……... in our favour and are not received by us upto ……... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee, any other related document with reference to this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject **Insurance Surety Bond** extending the validity up to ……. is received by us by…….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -IV to SCHEDULE-D

FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No..... Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… …… dated …… for ……..., issued to you on behalf of M/s. ……*(insert name of the* Contractor*)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s…… *(insert name of the* Contractor*)* …....., We ……*(insert name & address of the **Insurer**)* ……, a **Insurer** organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the **Insurer**)*…….....…… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. …….....
Dated ...…….... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ...…….... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile

Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

email _____

Note :

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.**

**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-E : MAINTENANCE DEPOT COMPLETION SCHEDULE

(See Clause 12.5.1)

1. Completion Schedule

During Construction Period, the Operator shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and Scheduled Maintenance Depot Completion Date (the "**Maintenance Depot Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Operator shall notify the Authority of such compliance along with necessary particulars thereof.

2. The completion timeline of the following essential components, *inter alia*, of construction of Maintenance Depot shall be periodically reviewed by the Authority:

(a) Structural Work
(b) Electrical Work
(c) IT/Telecom system
(d) Fire safety system
(e) Water supply system
(f) Drainage system

4. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Maintenance Depot Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Maintenance Depot Completion Schedule shall be deemed to have been amended accordingly.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-F : DESIGN AND DRAWINGS

(See Clause 12.4 and 13.4)

1 Designs and Drawings

1.1 In compliance of the obligations set forth in Clause 12.4 of this Agreement, the Operator shall furnish to the Authority, free of cost, all Designs and Drawings listed in clause 3 of this Schedule-F; provided that the Designs and Drawings relevant for design review by the Government as specified in Clause 13.4.2, shall be submitted prior to such review.

1.2 For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub-system or equipment thereof. Provided that the Operator may share only details regarding the layout of the bus and not any other propriety information.

1.3 All Designs shall include maintenance and service manual of the respective sub-systems.

1.4 All Designs and Drawings shall be supplied in hard copy, in duplicate, and in electronic form. All Drawings shall be provided in auto-cad format.

1.5 All Designs and Drawings shall conform to and refer to the relevant provisions in the Specifications and Standards.

1.6 All Designs and Drawings shall be in English.

2 Additional Designs and Drawings

If the Authority determines that for discharging its duties and functions under this Agreement, it requires any Designs or Drawings other than those listed in this schedule, it may by notice require the Operator to prepare and furnish such Designs and Drawings forthwith. Upon receiving a requisition to this effect, the Operator shall promptly prepare and furnish such Designs and Drawings to the Authority, as if such Designs and Drawings formed part of this Schedule F.

3 Bus, Charging Infrastructure Designs and Drawings

In compliance with the requirement under Clause 13.4.1, the Operator shall provide the following Designs and Drawings:

(i) General schematic Drawings
(ii) Bus offer drawing attached Layout
(iii) Front, rear and both side views of the offered design of the Bus
(iv) Charging Infrastructure layout

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-G : DELIVERY SCHEDULE

(See Clause 13.3)

Lot No.	Type of Bus	Number of Buses	Timeline for delivery of Buses
1	9m/12m	Minimum 15% of the Quantity awarded	Within 24 weeks from the signing of Concession Agreement Date
2	9m/12m	Minimum 40% of the Quantity awarded	Within 40 weeks from the signing of Concession Agreement Date
3	9m/12m	Minimum 70% of the Quantity awarded	Within 56 weeks from the signing of Concession Agreement Date
4	9m/12m	100% of the Quantity awarded	Within 72 weeks from the signing of Concession Agreement Date

The Operators are required to plan the activities like Financial close, prototype testing etc, in such a manner so that the above-mentioned timelines are achieved.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
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SCHEDULE-H : TESTS

(See Clause 13.5)

1 Tests

1.1 Save and except as otherwise provided in this Agreement, the Operator shall conduct, or cause to be conducted, each of the Tests specified in this Schedule-H.

1.2 The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.

1.3 Tests to be conducted on the Prototype or its sub-systems, as the case may be, (the "**Type Tests**") have been specified in Annex-I of this Schedule-H and routine tests to be carried out on all Buses (the "**Routine Tests**") as per the guidelines issued by the Government of India approved agencies from time to time.

1.4 The Operator shall provide the results of all Tests to the Authority for review and comments, if any.

2 Schedule for Tests

2.1 The Operator shall, not later than [●] weeks prior to the likely date of conducting a Type Test, notify the Authority of its intent to conduct the Test and furnish particulars of the equipment and methodology forming part of the Test.

2.2 The Operator shall notify the Authority of its intent to conduct the Type Test, referred to in paragraph 2.1 above, at any time after [●] days from the date of such notice. The notice shall specify the place, date and time of such Test. Upon receipt of such notice, the Authority may, within [●] days of such notice, designate its representative to witness the Test. The Operator shall, whether or not an Authority Representative is designated, conduct the Test in accordance with Article 13 and this Schedule-H.

2.3 The Authority may at any time designate its representative to witness any Routine Test on a Bus and the Operator shall, upon receipt of a notice to this effect, undertake such Routine Test on a mutually agreed date, and in the presence of the Authority Representative.

3 Agency for conducting Tests

Save and except as otherwise specified, all Tests set forth in this Schedule-H shall be conducted by the Operator or such other agency or person as it may specify in consultation with the Authority.

4 Tests for Safety certification

Tests for determining the conformity of a Bus with the Safety Requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws.

5 Acceptance certificate

Upon successful completion of Tests, the Authority shall issue an Acceptance Certificate for the Prototype in accordance with the provisions of Article 13.

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Annex - I
Type Tests

In addition to the standard Type Tests, the following tests shall be conducted for the buses:

S. No.	Applicable Tests	Standard / Regulation
1	Gradeability	AIS 003 & AIS 049
2	Pass by noise	IS 3028 & AIS 049
3	Coast Down Test	IS 14785 & AIS 049
4	Brake, Base line (Part – 3)	IS 11852 & AIS 049
5	Brake static (Part - 4)	IS 11852 & AIS 049
6	Construction and Functional safety requirements	AIS 038
7	Electrical energy consumption	AIS 039
8	Range Test	AIS 040 and test defined in Volume 3 of this RfP
9	Net Power and Max 30 min power test	AIS 041
10	Safety requirements of Traction batteries	AIS 038
11	EMC	AIS 004 (Part 3) & AIS 049
12	LT Wire	AIS 052 & Flammability test as per IS:2465-1984 or latest
13	Floor surface material	As mentioned in Volume 3 (Technical specifications)

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SCHEDULE-I : OPERATION AND MAINTENANCE REQUIREMENTS

(See Clause 16.1.1 and Clause 17.4)

Bus repair and maintenance generally calls for following activities amongst others at varying intervals / periodicity / Km operated by each bus, requirements varying with bus make, model, etc.:

(a) Daily washing and cleaning of buses.

(b) Periodic inspections and rectifications as required.

(c) Preventive Maintenance as prescribed by Bus Manufacturer in form of maintenance schedules at certain time intervals / Km plied - such maintenance generally varies with period / Km plied by various sub-systems of a Bus. As an example periodicity of some such maintenance schedules and main activities therein are illustrated as under:

(i) Daily maintenance - oils / lubricants, coolant, air pressure, air inflation, loose fasteners, fitments etc. - check, top up, tighten, as required.

(ii) Monthly / bi-monthly – [•] /[•] Km operation - All activities of earlier schedules and tyre condition necessary for corrective / preventive actions.

(iii) Quarterly – [•] Km operation - All activities of earlier schedules and brake system maintenance including but not limited to inspection, servicing, brake lining change / replacement, servicing of other brake system items, greasing etc.; vehicle electrical, lighting, alignment, etc.

(iv) Six monthly – [•] Km - All activities of above schedules, and activities related to steering, axles, transmission, tyres, drive line, etc.

(v) Yearly – [•] Km - All above activities and full checking / inspection of bus chassis, bus bodies and their fitments, and taking necessary corrective / preventive actions.

(vi) Bi-annual / annual - Certification of road worthiness of buses - Initial periodicity being after two years for up to certain age then annually.

(vii) Replacement of in-use bus aggregates at about Mean Time Between Failures (MTBF) to prevent failures and consequent costs and inconvenience.

(d) Running repairs upon driver complaints/ report etc.

(e) Break down repairs on-site of Bus failures.

(f) Towing of failed Bus to a depot workshop and repairing the bus failures.

(g) Accidental vehicles' towing and or repairs.

(h) Preparation of buses for periodic roadworthiness certification which includes all types of denting / painting of bus bodies / bus body items and operational functionality of chassis items and the bus as a whole.

(i) Bus body and related items repairs / replacements etc. on the basis of periodic inspections / crew reports / general presentation aspects / operational problems reported by commuters / any other stake holders, etc.

(j) Major repairs /calibrations of bus aggregates such as rear axle, traction motor, etc.

(k) Replacement of failed aggregates with new / serviceable ones.

(l) Removal, dismantling, repairing, assembling and re-fitment of tyres and rims to buses.

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(m) Repair, replacement of electrical, electronic, ITS, lighting, etc. items, subsystems etc.

(n) Removal, replacement of items failing due to operational wear and tear, such as brake and clutch lining, etc.

(o) Repair / replacement of seats, upholstery; cleaning, dusting and washing upholstery.

(p) Denting / painting of buses as per requirement.

(q) Reconditioning of Bus aggregates such as transmission, axles, steering system, electrical, etc.

(r) Retrieval of spare parts during / for above processes.

(s) Repair and re-treading of tyres / repair of tubes.

(t) Major accidental repair of buses including chassis, bus body and related items.

(u) Acquisition, storage, inventory management, distribution, scrapping and disposal of spares / items / materials / vehicles etc.

(v) Any other activity related to operation and maintenance of buses.

(w) Infrastructure and other requirements for repair and maintenance functions of Bus, such as:

(i) Bus depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc.

(ii) Other facilities as under:

A. Washing facilities complete with washing machine, water storage and treatment facilities, etc.,

B. Charging infrastructure,

C. Service pits / ramps etc.,

D. Painting facilities,

E. Welding - electric arc and oxy-acetylene gas based,

F. Tyre repair facilities,

G. Air compressor and air inflation facilities,

H. Breakdown van / recovery / towing vehicle etc.

(iii) Operator Control Centre facilities duly equipped with microprocessors, communications and other related facilities.

(iv) Trained staff for various trades and shifts of work.

(v) Documents, schedules, manuals etc. for maintenance activities; specifications of spares, etc.

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SCHEDULE-J : DEPLOYMENT PLAN

(See Clause 16.5)

The Deployment Plan should include list of Operational Routes including schedule of buses, description of bus stops frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.

Route Number	From	Via	To	Span of Operations	Number of Buses	Headway	List of Bus Stops

Aditionally, the Authority is require to present detailed bus operations schedule including details such as trip start time, trip end time, trip length, staff breaks and shift changes and other details to the operator to ensure planning and installation of chargers and allied downstream charging infrastructure for the operations of the provided schedules.

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SCHEDULE-K : SAFETY REQUIREMENTS

(See Clause 18.1)

1. General Safety Requirements

1.1 The Operator shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Authority all safety requirements related to the Bus Service in accordance with all Applicable Laws.

1.2 Without prejudice to the Operator's obligation to ensure all the safety aspects during the Bus Operations, the Operator shall:

(a) comply with Applicable Laws;

(b) undertake all necessary measures to ensure the safety of all the passengers, contractors, staff and the general public; and

(c) consult with Authority and adopt the requirements of the emergency services;

2. Safety Planning

2.1 The Operator shall participate in any safety and emergency planning with relevant third parties, which shall include the Authority and the emergency services which together makes a forum. This forum will consider and agree the safety related matters and safety risks associated with the Project, consult with relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

3. Safety Management

3.1 The Operator shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.

4. Applicable Laws

4.1 The Operator shall, after prior consultation with the Authority, implement all alterations to the Bus Service which are required by any Applicable Laws which comes into force after the Effective Date relating to safety.

4.2 The Operator along with its Sub-Contractors shall comply with all the statutory requirements.

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5. Response to Emergencies

5.1 The Operator shall react safely and quickly to emergencies in all aspects of the Project.

5.2 The Operator shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.

5.3 The Operator shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots, and en-Route Buses (the "**Emergency Management Plan**").

5.4 In developing the Emergency Management Plan, the Operator shall consult with all relevant Government Instrumentalities, emergency services and local authorities.

5.5 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.

5.6 The Operator shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

6. Reporting of Incidents

6.1 The Operator shall comply with all Applicable Laws relating to the reporting of accidents, incidents, severe accidents, injuries, and dangerous occurrences. The Operator shall liaise with the Authority in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

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SCHEDULE-L: MAINTENANCE DEPOTS EQUIPMENT

(See Clause 17.1)

The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.

S. No.	Equipment
1.	Washing pumps with guns
2.	Fully automatic three brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system
3.	[Effluent Treatment Plant (ETP)] (if not already available at depot)
4.	Heavy duty vacuum cleaner
5.	Fire safety equipment set
6.	Air compressor
7.	Paint booth complete with environment control, paint drying system, etc. (As per requirement)
8.	Lathe machine complete with general tools, jigs and fixtures (as per requirement)
9.	Radial drilling machine
10.	Brake drum turning (as per requirement)
11.	Hydraulic press
12.	Brake efficiency assessment system
13.	Wheel alignment
14.	Head light beam aligner
15.	Grease pump (Air operated)
16.	Hand held grease pump
17.	Pedestal mounted and portable digital, with auto cut-off, tire inflation system
18.	Nitrogen tire inflation
19.	Tire - wheel rim dismantling and assembling system / tyre changer
20.	Wheel balancing equipment
21.	Auto electrical test bench

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S. No.	Equipment
22.	AC gas charger with AC gas cylinders (If required)
23.	Battery charger auto cut-off system
24.	Battery tester
25.	Multi-function tester
26.	Hydraulic jack
27.	Hydraulic pallet trolley
28.	Battery operated forklift truck
29.	Break down relief van
30.	Power cutter
31.	Pneumatic impact tools kit
32.	Portable electric welding machine
33.	Portable gas welding machine
34.	Full set of hand tools, including torque wrench, measuring instruments, gauges
35.	Riveting tools, hand drills, riveting guns / equipment
36.	Sheet metal / tubing / structural items cutting, forming facilities / equipment; plywood and upholstery cutting and fabrication facilities
37.	Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices,

Additionally, the operator shall set up administrative and training facilities at the maintenance depots for monitoring of operations, staff training and resting facilities and incident management at the depots.

S. No	Equipment
1.	Storage facilities for: • new materials, spares, aggregates, tyres, oils and lubricants • repairable as above scrapped and disposable items as above
2.	Vehicles for transportation of materials, stores and spares
3.	Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software
4	Capacity building /training facilities and equipment
6.	Complete set of workmen cupboards, rest room facilities
7.	Office furniture, cup boards, all other office requirements

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S. No	Equipment
8.	All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices
9.	Vehicles for officers, checking, attending to alerts /emergencies
10.	Safety and security equipment / facilities
11.	Water cooler with water filter / purifier
12	Desktops and laptops, printers, related hard ware and software

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SCHEDULE-M : ESCROW AGREEMENT

(See Clause 27.1)

THIS ESCROW AGREEMENT is entered into on this the …….. day of …….. 20…..

AMONGST

1 …….. Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at …… (hereinafter referred to as the "**Operator**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 …… (name and particulars of the Escrow Bank) and having its registered office at …… (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

3 The Governor of *****, represented by [**** and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated …….. with the Operator (the "**SCOM Agreement**") for operation of Buses on build, own, and operate basis ("**BOO"**), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The SCOM Agreement requires the Operator to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Contract**" means the Supply cum Operation and Maintenance Agreement and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in

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accordance with the provisions contained in this behalf therein;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator or the Authority, as the case may be and shall commence from the date on which a notice is delivered by the Authority or Operator, to the Operator or the Authority, as the case may be, with either the Operator or the Authority asking the other Party to cure the breach or default specified in such notice;

"**Escrow Account**" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts (if applicable);

"**Escrow Default**" shall have the meaning ascribed thereto in Clause 6.1;

"**Parties**" means the parties to this Agreement collectively and "Party shall mean any of the Parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts**" means the respective Sub-Accounts, if applicable, of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Contract shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Authority hereby appoints the Escrow Bank to act as trustee for the Authority and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Authority hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Operator, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

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2.1.3 View rights to the Escrow Bank account should be provided by the Escrow Bank to all the parties signing this agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Operator or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within {insert number of days} days from the date of this Agreement, and in any case prior to the Appointed Date, the Authority shall open and establish the Escrow Account with the…….. (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Authority shall, after consultation with the Operator and the Authority agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Parties. Such fee and expenses shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Operator shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Operator

The Parties hereto acknowledge and agree that upon substitution of the Operator with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Operator under this Agreement on and with effect from the date of substitution of the Operator with the Nominated Company.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposit by the Authority

3.1.1 The Authority agrees and undertakes that it shall deposit or cause to be deposited into and/or credit the Escrow Account with;

(a) all Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;

(b) any deposits required to be made by the Authority to maintain the Minimum Escrow Balance;

(c) all grants, payments and financial support received by the Authority from the State Government and/or GoI in relation to the Project;

(d) amounts towards insurance claims, if any, received;

(e) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement;

(f) any amounts towards Termination Payment due to the Operator;

(g) all revenues generated and all the income accruing from the Project including but not limited to the User Fare and advertising revenue, deposits, etc. ; and

(h) any other revenues or capital receipts from or in respect of the Project.

3.2 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Authority in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Contract Period

4.1.1 At the beginning of every month, or at such intervals as the Authority may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts, if applicable, and pay out therefrom on the Payment Date(s):

(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) All Fees due and payable to the Operator subject to and in accordance with Article 22;

(c) all staff expenses payable by the Authority pertaining to the manpower exclusively deployed under the SCOM Agreement;

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(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) all payments and Damages certified by the Authority as due and payable to it by the Operator; and

(f) balance, if any, in accordance with the instructions of the Authority.

Furthermore, the Escrow Bank shall ensure that any funds received under the **PM E-DRIVE**-Payment Security Mechanism (PSM) scheme should be immediately released to the Operator without any requirement of written instructions from the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.2 Withdrawals upon Termination

Upon Termination of the Contract, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, shall be appropriated in the following order:

(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) 90% (ninety per cent) of Debt Due;

(c) all payments and Damages certified by the Authority as due and payable to it by the Operator;

(d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;

(e) outstanding Debt Service including the balance of Debt Due;

(f) incurred or accrued Fees;

(g) any payments due and payable to the Authority;

(h) any other payments required to be made under this Agreement; and

(i) balance, if any, in accordance with the instructions of the Authority.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall remain deposited in the Escrow Account.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

15 (fifteen) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Authority as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances and any anticipated shortfall in the Escrow Account and Sub-Accounts, if applicable, as at the close of business on the immediately preceding business day. In the event of any such shortfall, the Authority shall meet the same by crediting adequate sums to the Escrow Account from its own financial sources.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Authority upon a certificate signed by or on behalf of the Authority;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 7 (seven) business days after receipt, deliver a copy to the Authority acting through……. (name to be specified by the Authority) of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Operator or any other person hereunder or in connection herewith; and

(d) shall, within 7 (seven) business days after receipt, deliver a copy to the Operator of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Authority or any entity in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

Signature :-
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1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Authority Default

Following events shall constitute an event of default by the Authority (an "**Authority Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Operator:

(a) the Authority commits breach of this Agreement by failing to deposit any monies into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 30 (thirty) business days;

(b) the Authority causes the Escrow Bank to transfer funds to any account of the Authority in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account (if applicable) in which such transfer should have been made, within a Cure Period of 30 (thirty) business days; or

(c) the Authority commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.2 Operator Default

Following events shall constitute an event of default by the Operator (an "**Operator Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Operator causes the Escrow Bank to transfer funds to any account of the Operator in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account (if applicable) in which such transfer should have been made, within a Cure Period of 30 (thirty) business days; or

(b) the Operator commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.3 Upon occurrence of an Authority Escrow Default or Operator Escrow Default, as the case may be, the consequences thereof shall be dealt with under and in accordance with the provisions of the Contract.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the Authority and the Operator to the Escrow Bank, remain in full force and effect for the duration of the Contract.

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7.2 Substitution of Escrow Bank

The Authority may after consultation with the Operator, by not less than 30 (thirty) days prior notice to the Escrow Bank, the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Authority made on or after the payment by the Authority of all outstanding amounts under the Contract including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts (if applicable) and pay any amount standing to the credit thereof to the Authority. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Authority and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts, if applicable, pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the restrictions on withdrawals by the Operator or the Authority in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Authority will indemnify, defend and hold the Operator and Escrow Bank, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits.

9.1.2 The Operator will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Operator to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract.

9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and

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expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 7 (seven) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be…… (name of the city) and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

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.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The addresses for service of each Party, its facsimile number or e-mail, are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND
DELIVERED

For and on behalf of AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND
DELIVERED

For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND
DELIVERED
For and on behalf of OPERATOR in the
presence of:

1.

2.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SCHEDULE-N : STAFFING QUALIFICATIONS

(See Clause 5.5)

1. Drivers:

The Operator to ensure that the driver complies with the following conditions:

(a) Must be a holder of a valid driving license in accordance with Applicable Laws for at least [•] years preceding the date of employment; (the Operator to submit copies of the licenses of all such drivers appointed by it to the Authority for its record);

(b) Should possess minimum [eight standard qualifications] and any other educational/ other requirements such as Public Service Vehicle (PSV) badge as prescribed under Applicable Law;

(c) Should possess minimum [•] years' experience of driving heavy transport vehicles in India;

(d) Should not have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle;

(e) Should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last [•] years preceding Effective Date; and

(f) Should meet all requirements specified under Applicable Laws including without limitation, the Central Motor Vehicle Rules, 1989.

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SCHEDULE-O : VESTING CERTIFICATE

(See Clause 33.5)

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	SIGNED, SEALED AND DELIVERED
For and on behalf of OPERATOR by:	For and on behalf of Authority by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Signature :-
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-P : INTELLIGENT TRANSPORT SYSTEM

(See Clause 19.7)

1. On Board Devices

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the on-board devices on each bus in accordance with the specifications listed in Annex 1 of this Schedule–P.

2. ITS- Requirements for Public Transport Vehicle Operations

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the data monitoring system comprising of all equipment and services listed in Annex 2 of this Schedule–P.

3. Parameters and Data standards

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the list of standards in Annex 3 of this Schedule-P.

4. Communication between ITS Equipment and ITMS Cloud

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the communication guidelines specified in Annexure 3 of Volume 3 (Technical specifications).

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Annex – 1
On Board Devices

i. The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof. Some of the equipment's and their quantities are listed below:

Sr. No	Type of Equipment	12m/9m (Qty)	Remarks
1	Passenger Display Boards	[4/4]	
2	Speaker	4	
3	Amplifier	1	
4	Single Control Unit (SCU) / On Board Unit (OBU)	1	
5	Driver Display Unit (DDU)	1	
6	CCTV with MDVR	[4/4]	Internal and External with minimum 15 days backup storage
7	Panic Button	Each row of the seat	As per AIS 140 Specifications
8	Camera based Automatic Passenger Counters (APC)	[2/2]	At each door

ii. The ITS equipment installed in the buses should provide location accuracy up to 5 meters.

iii. The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data, vehicle tracking data and any other data as required by the Authority. The Cost of such integration should be the responsibility of the Operator.

iv. The Authority shall provide all the information related to route and Passenger Information System (PIS) to the Operator.

v. The camera-based passenger counter shall be integrated to the ITS at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority.

vi. Security Camera Network (CCTVs) and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer).

vii. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. The Reverse Parking Alert System (RPAS) shall comply with provisions of AIS 145. The indirect vision system shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse parking.

viii. ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3 of Schedule P.

ix. Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.

x. The Operator shall provide necessary support during testing and integrating with the Centralized ITMS system.

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Annex – 2
ITS- Requirements for Public Transport Vehicle Operations

i. The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) – Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, Camera Surveillance System and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents.

ii. The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Central ITMS. The bidder shall give the Authority access to real time raw data feed from buses and support the Authority in integrating feed from the buses procured under the concession to centralized Intelligent Transit Management Systems (ITMS) to ensure monitoring of services and KPIs set out under Article 20 of the agreement.

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Annex - 3

List of parameters and data standard

The bidder shall share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Central ITMS. The list of CAN data parameters shall be shared over and above the vehicle location data through the on-board telematics system.

Electric bus (eBus) performance and safety are directly linked with the battery performance. The usage of eBus battery under sub-optimal conditions can directly influence the performance as well as life of the battery. Analysis of the impact of different stress factors (Battery temperature, C-rate, DOD, and SOC) on the battery can help in getting more insights into the degradation mechanism and battery aging (i.e. Calendar and Cyclic aging). Monitoring and analysis of some of the battery parameters during eBus operation is important to ensure optimal battery life and eBus performance along with a high level of safety. As the Battery Management System (BMS) of the eBus battery monitors all the critical parameters of the battery during eBus operation, the availability of these data with the Authority will help in better planning of eBus operation and charging strategies and ensure safety of operations.

The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec (which may be changed based on requirement of the Centralized ITMS platform) to the centralized ITMS server.

1.	Timestamp
2.	Odometer reading
3.	Vehicle Status
4.	SoC (State of Charge)
5.	SoH (State of Health)
6.	Speed
7.	Acceleration
8.	Voltage (pack and cell level)
9.	Current (pack and cell level)
10.	Power
11.	Charger Current
12.	Charger Voltage
13.	Ambient temperature
14.	Battery Cell temperature
15.	Motor temperature
16.	BMS error
17.	Coolant Temperature

The Operator shall provide for communication of additional parameters (if any) as per the requirement of the Centralized ITMS platform.

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Date : 23-09-2025

SCHEDULE-Q : SUBSTITUTION AGREEMENT

(See Clause 35.4)

THIS SUBSTITUTION AGREEMENT is entered into on this the ……. day of …… 20….

AMONGST

1 The Governor of *****, represented by [• and having its principal offices at *****] (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

2 [……. Limited], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ……., (hereinafter referred to as the "**Operator**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes); AND

3 (name and particulars of Lenders' Representative) and having its registered office at ……., acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes).

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated ……. with the Operator (the "**SCOM Agreement**") for eBuses in the State on build, own and operate basis ("**BOO**"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the SCOM Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the SCOM Agreement.

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Date : 23-09-2025

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Financial Default**" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Operator for a minimum period of 3 (three) months;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the
Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Contract as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1; and

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

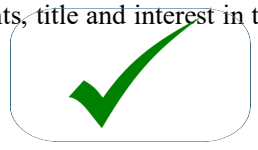
1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the SCOM Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the SCOM Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the SCOM Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Operator hereby agrees to assign the rights, title and interest in the Contract to, and in favour of,



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the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the SCOM Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE OPERATOR

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Operator by a Nominated Company under and in accordance with the provisions of this Agreement and the SCOM Agreement.

3.1.2 The Authority hereby agrees to substitute the Operator by endorsement on the SCOM Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Operator either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Operator (the "Notice of Financial Default") along with particulars thereof and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Operator for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Operator by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Operator and undertake the operation and maintenance of the Project in accordance with the provisions of Article 16 and 17 of the SCOM Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the SCOM Agreement. The aforesaid Suspension shall be revoked upon substitution of the Operator by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the SCOM Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the SCOM Agreement; provided that upon written request from the Lenders' Representative and the Operator, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the SCOM Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Operator Default

3.3.1 Upon occurrence of an Operator Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Operator by a Nominated Company.

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3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Operator, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Operator hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Contract to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Operator towards the Authority under the SCOM Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Operator, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Contract; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the SCOM Agreement;

(b) endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Contract Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Contract in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Contract within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Operator.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated

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Company shall be final and binding on the Operator. The Operator irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Contract in favour of the Nominated Company. The Operator agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Operator's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Operator shall have no right or remedy to prevent, obstruct or restrain the Authority or the
Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Contract as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Operator shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Operator in the event of such Nominated Company's assumption of the liabilities and obligations of the Operator under the SCOM Agreement.

5 TERMINATION OF SCOM AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the SCOM Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 32 of the SCOM Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the SCOM Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Authority and the Operator hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Operator, without any further reference to or consent of the Operator, the Debt Due upon Termination of the SCOM Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the SCOM Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of

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the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Operator will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be *** and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the SCOM Agreement and this Agreement, the provisions contained in the SCOM Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by

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courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the …… day of 20…… hereunto affixed in the presence of ……, Director, who has signed these presents in token thereof and ……, Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)
(Designation)
(Address)
(Fax)

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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(e-mail address)

In the presence of:

1. 2.

[$] To be affixed in accordance with the articles of association of the Operator.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SCHEDULE-R : STATEMENT OF VARIATION IN ELECTRICITY COST (ANNUAL)

(See Clause 22.5)

Period		
A	**Total Bus Kilometers operated during the period (kms)**	
B	**Electricity Units consumed for Buses Charging Infrastructure under the Project (kWh)**	
C	**Allowed Energy Consumption for Bus Charging = [A x Specific Energy consumption] (kWh)**	
D	**Minimum of the B and C (kWh)**	
E	**Current Tariff approved by State Electricity Regulatory Commission for the period (including charges, taxes, cess, duties etc.) (Rs./kWh)**	
G	**Tariff included in the PK Fee (Rs./kWh)**	
H	**Electricity input cost reimbursable by Authority [D x (E – G)] (INR)**	

In case Opportunity Charging takes place outside the Maintenance Depot, then include the units consumed and amount paid for the same at respective places above.

Name & Designation of the Authorised Signatory:

Date of Submission: _____

Note: Authority may modify the statement depending on specific requirement.

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SCHEDULE-S : OPERATIONAL INFRACTIONS

(See Clause 20.7)

A. Lost Kilometers

For any missed Trip or Trip not completed, deductions shall be made in the following manner:

Sr. No.	Extent to which a Trip is missed	Deductions
1	A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
2	A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	75% of the payment payable for the kilometres for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
3	A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the payment payable for the kilometres of the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.

"LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

1. Staff (Deductible)

In service kilometres not operated due to Operator staff causes may include (but is not limited to):

a) Insufficient staff to cover the service including shortage, sickness or absence,industrial action etc.
b) Sickness on duty (part loss).
c) Suspension of driver (with-out replacement).

2. Mechanical (Deductible)

In service kilometers not operated due to mechanical causes may include

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(but is not limited to):

a) Insufficient buses to cover the service.
b) Non-serviceable bus.
c) Breakdowns en-route.

3. Data Unavailability (Deductible)

In case desired operational data and vehicle health monitoring data is not shared as per the requirement specified in the table below:

Table: Parameters for Vehicle Health Monitoring:

Sr No	Parameter	Data Type	Units	Frequency
1	Odometer reading (instrument cluster/CAN)	Numeric	Km	
2	Vehicle Status	text		
3	Traction Battery Data (As per AIS 038, revision 2, amendment 3)			
a	Battery SoC (State of Charge) (& Method used for SoC Estimation to be shared at time of delivery of lot)	Numeric	Percent	
b	Battery Voltage	Numeric	Volts	
c	Battery Current	Numeric	Amperes	
d	Battery Temperature	Numeric	degree Celsius	
e	Depth of discharge (DoD)	Numeric	Percent	
f	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	Numeric	Percent	
g	Energy generated via Regenerative Braking			
4	Ambient temperature	Numeric	degree Celsius	
5	Vehicle Speed	Numeric	Kmph	
6	Acceleration Data	Numeric	m/s2	
7	Braking Data	Numeric	m/s2	
8	Charging Status (it can be pushed via BMS)	text		
a	Charging Start Time			
b	Charging End Time			
c	Charging Power	Numeric	KW	
d	Charging Current	Numeric	Amperes	
e	Charging Voltage	Numeric	Volts	
9	Cell/Pack temperature	Numeric	degree celcius	
10	Motor Current and Voltage	Numeric	degree Celsius	
a	Motor Current and Voltage while			

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Sr No	Parameter	Data Type	Units	Frequency
	motoring			
b	Motor Current and Voltage while braking			
11	BMS error/charging fault	Text		
12	Health status of PIS	Text		
13	Heath Status of BMS			
14	Heath Status of ITS			
15	Heath Status of VTS			
16	Door open/ closed status	text		
a	Driver Side			
b	Passenger Side			
c	Rear Left			
d	Rear Right			
17	Cabin temperature	Numeric	degree Celsius	
18	Motor Speed	Numeric	rpm	
19	Diagonostic Trouble Codes	Code - Alphanumeric Description - Text		
20	Charge Discharge Cycle	Numeric		
21	Distance to empty/residual range			

Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un-capped category.

4. Other Deductibles

In service kilometers not operated due to something over which the Operator has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):

a) Staff error or unauthorized curtailments by staff.
b) A bus blocked in the garage and unable to depart on time.
c) A bus running got discharged en-route.
d) Where a bus in service has to be withdrawn due to a defective PIS / GPS.
e) Where the reason for the lost Kilometers is unknown or is in doubt.

5. Traffic (Non-Deductibles)

a) In service kilometers not operated due to traffic causes may include (but is not limited to) Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
b) Losses arising from conductor (STU staff) being late in reaching changeover points must not be included.
c) Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault

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of operator's driver.

6. Other Non-Deductibles

In service kilometers not operated due to something beyond the Operator's reasonable control but which is not covered by traffic causes may include (but is not limited to):

a) Incidents

Any kilometers losses resulting from incidents reportable to STU.

In case of strike / Bandh if bus and driver are available for duty but bus could not be operated.

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of thedamage, engineers action etc.

b) Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as non deductible.

c) Road Closed/Blocked

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, floods, diversions or roads blocked.

Losses arising from traffic congestion caused by these events should be classified as non deductible.

Other Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below.

Infractions:

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below:

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=9d835733413307cdcc1b5181cf4f0
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Sr. No.	Category of Infraction	Reference Table for Infraction in Annexure	Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)	Time to Resolve for next higher slab in terms of Clause …of this Schedule (Bus related infraction)
1	A	Table A	100/-	One day
2	B	Table B	500/-	Two days
3	C	Table C	1,000/-	Three Days
4	D	Table D	1,500/-	Three Days
5	E	Table E	3,000/-	One day
6	F	Table F	10,000/-	One day
7	G	Table G	2,00,000/- + Actual expenses to be borne by the operator.	One day
8	H	Table H		

Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).

Infractions can be identified by STU, a nominated person, on visual checking, electro-mechanical reviews, reports from STU/passenger feedback and data from the Central Data Base of STU.

STU shall have access to Operator's facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Operator, or bus inspections at terminal points along the route during service hours.

The Operator may note that the formats provided in category wise Infractions given in tables A, B, C, D, E, F, and G are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.

In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction, for category A, B, C, D & E. Thereafter, it will be binding on the Operator not to operate the vehicle till rectification of the bus related to infractions.

Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.

All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, and G shall be non-capped.

The fine and penalties for Traffic offences shall be paid by the operator to Traffic police / RTO and any other authority within stipulated period.

If ITS equipments found switched off or not operated, then payment for that trip will not made.

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CATEGORY WISE LIST OF INFRACTION

Table A : Category "A" Infraction

Sr. no.	Description of the infraction
Safety	
1	Damaged/Missing window safety guard rails.
2	Loose electrical wiring/ tampering with electrical wiring harness.
3	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
4	Damaged floor, steps, hatches, or hatch covers inside the bus.
5	Missing damaged, or loosely hanging rub rails, hand grab rails, and hand holds.
6	Missing, broken, or loosely hanging, seat belts if provided
7	LED board defective (per board)
8	Missing/ non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
9	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
10	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.
Operations	
11	Not stopping at authorized bus stops on the Route
12	Delaying operation of Stage Carriage Services without cause.
13	Parking vehicles in stations against permitted rules and regulations.
14	Driver smoking, chewing tobacco, betel leaf while on board the bus
15	Picking and dropping passengers at unauthorized bus stops, if no conductor provided by STU
16	Late out of bus more than 15 minutes at the time of turn out.
Quality	
17	To operate vehicle with visible dents, damaged / torn external panels that are more than 6" in width.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration or unpainted repair work inside the bus or on any of its items
20	Not maintaining USB charging ports in operating condition

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Table B: Category “B” Infraction

Sr. no.	Description of the infraction
Safety	
1	To operate with defective front, side and/or back brake lights
2	Section of handrail loose or with sharp edges
3	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
4	Defective, emergency exits and hatches or damaged or bent bumpers
Operations	
5	Parking Stage Carriage Buses in places other than those prescribed by STU
6	Deviating from the route of a service without the prior authorization or instruction of STU/ Police without due cause
7	Roof leakage , Surveillance system not working/ recording, CCTV defect
8	Vehicle Tracking System defect
Quality	
9	Dirty vehicle, outside or inside, at the beginning of the journey
10	Damaged, broken, loosely fitted, or missing passenger seats, windows Rattling
11	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at anyof designated locations for displaying passenger information on the bus
12	Display of slogans, posters on the bus without prior approval of STU.
13	Running the bus with a lux level less than 70 in the saloon area

Table C: Category “C” Infraction

Sr. no.	Description of the infraction
Safety	
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting uptime
3	Use of electronic equipment by the driver while driving (Cell Phones, Headphones/Ear-Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, getting battery discharged out

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SERVICES LIMITED, C=IN
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Sr. no.	Description of the infraction
Operations	
8	Operating unauthorized trips such as trips which do not form part of the Schedule
9	Tampering On-board Equipment
10	Driver quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users.
11	Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands)
12	Breakdown / accidents- If the loss of kilometers is more than 5% of schedule kilometers of that bus on that day.
13	Air conditioning system defective en-route (AC buses)
Quality	
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Division, STU.
15	To place advertising material not authorized by STU or to infringe regulations regarding advertising material in vehicles.
16	Failure to refurbish the bus after sixth year from date of put in service, per bus per day.
17	Failure to comply with the maintenance obligations and safety requirements

Table D : Category "D" Infractions

Sr. no.	Description of the infraction
Safety	
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
3	Failure to deliver incident information on time, as required by STU as specified in the Operator's Agreement
4	To refuse to accept the visits of STU inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	Failure to provide adequate information to STU/ Police in relation to accident/s, injury to persons, damage to public / thirdparty property
6	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
7	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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Table E: Category “E” Infractions

Sr. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)
2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	skipping red signals, stopping the bus beyond the stop line at traffic signals

Table F: Category ”F” Infraction

Sr. No.	Description of the infraction
1	“Serious nature of breakdowns” means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.

Table G:Category “G” Infractions

Sr. No.	Description of the infraction
1	“Fatal Accidents” means any incident in which bus involved on road/ inside STU’s depot / parking premises, which causes death to passengers / pedestrians.

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SCHEDULE-T : PANEL OF CHARTERED ACCOUNTANTS

(See Clause 26.2)

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 26.2.1 of the Agreement, the Authority and the Operator shall prepare a mutually agreed panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-Q.

2 Invitation for empanelment

2.1 The Authority shall invite offers from all reputable firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, or the Companies Act, 2013, of which at least ten should have been public sector undertakings;

(b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;

(c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees twenty five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 Consultation with the Operator

The Authority shall convey the aforesaid panel of firms to the Authority for scrutiny and comments, if any. The Operator shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

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5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Operator, finalise and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Operator, a new panel shall be prepared in accordance with the provisions of this Schedule-R.

Signature :-
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SCHEDULE-U : LIQUIDATED DAMAGES PAYABLE BY THE AUTHORITY

Clause	Event of default	Liquidated Damages
4.1.4	Delay in fulfilment (unless waived or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.2	0.1% of the Performance Security per day subject to a maximum of 20% (twenty per cent) of the Performance Security
10.2.6	Delay in providing vacant access, constructive possession including right of way and license to possess the Maintenance Depots	Rs. 10,000/day for each day of delay
27.1.3 & 27.1.4	Failure to maintain requisite balance in Escrow Account	3% above SBI PLR on the quantum of shortfall for the period of delay

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR

Clause	Event of default	Liquidated Damages
4.1.4	Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3	0.1% of the Performance Security per day
12.5.1	Delay in completing the Fit Out Works	0.1% of the Performance Security per day per bus times the no. of buses allocated to the specific depot
13.6.1	Delay in procuring the Prototype Bus	0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10% (ten per cent) of the Performance Security
13.8	Delay in procurement of buses for reasons not directly attributable to a Delay Event	0.1 % of the Performance Security per day for each Bus whose procurement is delayed; subject to a maximum of 10% (ten per cent) of the Performance Security
14.1.5	Delay in rectifying Punch List items	1% (one per cent) of the Performance Security per affected bus per day
17.5.1	Damages for breach of Maintenance Obligations	INR 2,500 per bus times the number of buses allocated to the specific depot
19.5.2	Failure to complete remedial measures	INR 2,500 per bus times the number of buses allocated to the specific depot
21.1	Delay in achieving Financial Closure	0.1% (zero point one per cent) of the Performance Security per day
41.2.3	Failure to redress complaints	INR 2,500 per Bus such complaint applies to for each day.

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-W : PRODUCT WARRANTY UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)
[To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]

[This Agreement is to be counter-signed by the Operator at the time of signing the Concession Agreement]

Date: .....

OEM Name and Address:

To,

(Name & Address of Authority)

Dear Sir/Madam,

1. We, M/s (Name of the OEM) have agreed/committed to supply Buses to <name of the Operator> (Operator) for undertaking the Project] for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under **PM E-DRIVE** under the Concession Agreement dated xxxxx executed between the Authority and Operator.

2. One of the conditions of the said Concession Agreement is that we have to provide warranty for product restoration to ensure continuous operation in case of Termination of the Concession Agreement under Clause 32 of Concession Agreement.

3. We hereby undertake that we pledge our unconditional & irrevocable product warranty for all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement. We further agree that this undertaking shall be without prejudice to the various liabilities that the Operator would be required to undertake in terms of the Concession Agreement as well as other obligations of the Operator.

4. We undertake that we shall supply and replace all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement, at the pre-defined rate as per the Comprehensive Maintenance Contract.

5. This undertaking is irrevocable and unconditional and shall remain in force till the end of Contract Period.

6. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Witness:
Yours faithfully,
(1) .....
(2) .....
(Signature of Authorized Signatory) on behalf of the OEM
Name & Designation .....
Name of the OEM .....
(Seal of OEM)

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SCHEDULE-X : MONTHLY REPORTING FORMAT

Monitoring of Operation and Maintenance

Details of Depot	Date:		
Number of buses			
Daily assured km			
Assured km per month			
Per km fee (Rs/km) - Excl GST)			
Name of the city			
Address of the Depot			
List of Reports	**Daily**	**Monthly**	**Annual**
Breakdowns		Yes	
Punctuality		Yes	
Frequency		Yes	
Availability		Yes	
Passenger Complaints		Yes	
Driver/Crew Complaints		Yes	
Major Accidents	Yes		
Minor Accidents	Yes		
Kilometers of operation		Yes	
ITMS availability		Yes	
Safety report			Yes
Operational Infractions report		Yes	
Maintenance Inspection Report		Yes	
Scheduled Maintenance		Yes	
Unscheduled Maintenance		Yes	
Tests Report		Yes	
State of Health (SoH) of Battery		Yes	
Maintenance activities at Depots /Charging Stations		Yes	

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SCHEDULE-Y : KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES

Clause	Event of default	Condition required	Damages/ Incentives
20.2	**Reliability** - Damages	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Fees* for 0.1 increase in reliability factor above 0.5
	- Incentive		0.05% of the Monthly Fees for every 0.1 decrease in Reliability factor below 0.5
20.3	**Availability** Damages	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	**Damages payable per non available Bus** **1.** Less than 95% and till 90%**- 50 kms/ shift/ bus** **2.** Less than 90% and till 85%**- 60 kms /shift/ bus** **3.** Less than 85% **- 70 kms / shift/ bus**
20.4	**Punctuality** - Damages	Time start of trips for trips operated daily in the relevant month ("Start Punctuality") and on-time arrival at the final destination (in accordance with the Deployment Plan) ("Arrival Punctuality"). The Start Punctuality shall be equal to or more than 90% in any month ("Guaranteed Start Punctuality") and the Arrival Punctuality shall be equal to or more than 80% in any month ("Guaranteed Arrival Punctuality").	For every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 1% of the Monthly Fees.
	- Incentive		For every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.
20.5	**Frequency** - Damages	% of the cumulative completed trips travelled by all Buses ("Trip Frequency") and % of the cumulative Bus Kilometers travelled by all Buses ("Bus Kms Frequency").	1% reduction in the Trip Frequency or the Bus Kms Frequency, 1% of the Monthly Fees
	- Incentive		1% reduction in the Trip Frequency or the Bus Kms Frequency, 0.05% of the Monthly fees.
20.6	**Safety of Operations** - Damages	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the

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Digitally signed by DEEPAK MITTAL
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Reason: SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025
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Clause	Event of default	Condition required	Damages/ Incentives
			Monthly Fees for each incident shall be applicable.
	- Incentive		If the General Safety is less than 0.005, then for every 0.001 decrease in the General Safety, an incentive equal to 0.05% of the Monthly Fees shall be paid.
20.10	**Limits of Damages** - **KPIs** - **Operational Infractions:**	10% of the aggregate Monthly Fees payable. 5% of the Monthly Fees for that month.	

***Monthly Fees** shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

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Date : 23-09-2025

SCHEDULE-Z : COMPREHENSIVE MAINTENANCE AGREEMENT

[To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]

[This Agreement is to be counter-signed by the Operator at the time of signing the Concession Agreement]

THIS COMPREHENSIVE MAINTENANCE CONTRACT AGREEMENT is entered into on this the …….. day of …….. 20…..

AMONGST

…….. Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at …… (hereinafter referred to as the "**OEM**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes); and

The Governor of *****, represented by [**** and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Agreement dated …….. with the Operator for Supply cum Operation and Maintenance Agreement dated …….. (the "**SCOM or Concession Agreement**") for operation of Buses on build, own and operate basis ("**BOO"**) .
B. The OEM(s) i.e. M/s. _____, supplying the buses under this Agreement is bound for the obligations of the Operator as per schedule-W under the Concession Agreement. As part of its obligations, the Operator has already provided a Product Warranty Undertaking to the Authority.
C. In furtherance to the Product Warranty Undertaking, the OEM is entering into this Comprehensive Maintenance Agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 COMPREHENSIVE MAINTENANCE CONTRACT

1.1 Meaning

"**Comprehensive Maintenance Contract**" shall mean and includes

a) predictive, preventive and breakdown maintenance of Buses and Chargers
b) cost of consumables
c) repair and replacement of faulty parts, assembly, sub-assembly and ITS hardware
d) refurbishment of Buses as per the Concession Agreement on actual cost basis
e) periodic painting of Buses
f) labour costs
g) maintenance, upgradation and revision of vehicle control software installed in Buses
h) attending Bus related infractions
i) repairs for accidents resulting from poor maintenance of Buses, any other repairs required due to accidents on actual cost basis

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j) periodic fitness, safety and any other mandatory certifications of Buses
k) attending driver complaints related to maintenance issues of Buses and
l) washing and cleaning of Buses

1.2 Applicability

In case of Termination of the Concession Agreement after COD and before the end of the Concession Agreement period, the OEM agrees to provide annual maintenance services for the Buses till the end of the original end date of the Concession Agreement period.

This Agreement is mutually exclusive with the Product Warranty Undertaking executed by the OEM for the purpose of executing the Concession Agreement by either the OEM or its Associate and it will become applicable only in the case of Termination of Concession Agreement.

1.3 Responsibility of the OEM

The OEM agrees to maintain Buses in operational condition till the end of the original period as per the Concession Agreement. Further, OEM undertakes to supply and/ or replace any consumables which may be required as per the Maintenance Schedule under the Concession Agreement.

The OEM will also ensure replacement of battery, motor or any other mechanical and electrical part of the Bus which is defected or has reached the end of its useful life.

2. CONSIDERATION

2.1 Amount of consideration

For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("**Monthly Maintenance Fees**") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.

Further, notwithstanding anything to the contrary contained under this Agreement or the Concession Agreement, the OEM agrees to replace battery when SoH falls below 80%.

3. DAMAGES PAYABLE

3.1 Key Performance Indicators (KPIs)

Article 20.2, 20.3 and 20.6 reflecting the Key Performance Indicators (KPIs) related to Reliability, Availability and Safety respectively, as per the Concession Agreement should not be affected due to failure of OEMs to ensure regular maintenance of Buses. In case such KPIs are not met by the Buses after termination due to the reasons attributable to the OEM then in such case the OEM shall be liable to damages as per the following table:

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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KPIs	Condition required	Damages/ Incentives
Reliability	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Maintenance Fees* for 0.1 increase in reliability factor above 0.5
Availability	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	**Damages payable per non available Bus** **1.** Less than 95% and till 90%**- 50 kms/ shift/ bus** **2.** Less than 90% and till 85%**- 60 kms /shift/ bus** **3.** Less than 85% **- 70 kms / shift/ bus**
Safety of Operations	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly Maintenance Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the Monthly Maintenance Fees for each incident shall be applicable.
Limits of Damages	10% of the Monthly Maintenance Fees	

3.2 Infractions

Damages on account of Infractions related to maintenance of Buses as defined in the Original Concession Agreement shall be payable by the OEM.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of OEM by:

(Signature)
(Authorized Signatory)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)

Signature :-
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SCHEDULE-AA **:ADDITIONAL DETAILS**

Sl. No.	1	2	3	4	5	6	7
City							
STU							
OEM							
Operator							
CAPEX cost Per Bus (in Rs.)							
Battery Capacity (kwh) as per TA certificate							
Size of the e-Bus (7/9/12) by Request letter and Noting							
Model Name							
CMVR Date							
PM E-DRIVE Application Date							
PM E-DRIVE Certificate Date							
PM E-DRIVE certificate validity date							
Month of Manufacturing as per RC							
Registration No.							
VIN No.							
Date of Registration as per STU							
Date of receipt as per STU							
Total Eligible Subsidy (S)							
Payment Details							
(a) First Tranche payment received (Amount with Date)							
(b) Second Tranche Payment received (Amount with Date)							
(c) Third Tranche payment received (Amount with Date)							
(d) Fourth Tranche payment received (Amount with Date)							
Balance Payment (S-(a+b+c+d))							
Total							
Remarks							

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Volume 3

Technical Specifications for Type-I Buses

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Table 1: Technical specifications of Electric bus Compliant with the requirements of CMVR, AIS:052(Type – I), AIS:153, UBS II & AIS:140 for 9m and 12m Standard & Low floor electric bus

S No.	Description	Technical Specification
1	Introduction	The bus shall conform to the technical specifications mentioned in this Table 1 are applicable for following type of buses: 1. 12m, 900 mm floor height Non-AC Bus 2. 12m, 400 mm Floor height AC & Non-AC Bus 3. 9m, 900 mm floor height AC &Non-AC Bus 4. 9m, 400 mm Floor height AC & Non-AC Bus i. The word "bus" shall mean the New electric bus to be used for the project. ii. The word "bus" shall also mean a bus powered exclusively by an **Electric Motor whose traction energy is supplied exclusively by traction battery (Other than hybrid)** installed in the vehicle suitable for operations in city conditions. iii. The bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). iv. The word "Bus" wherever it has been used in specifications means the "**Battery Operated Bus**". The bus in general shall meet all applicable Central Motor Vehicle Rules, 1989 as amended from time to time (hereinafter referred to as "CMVR"), norms for safety applicable on the date of manufacture and Bus Code AIS 052 1989 as amended from time to time thereof [hereinafter called Bus Body Code], AIS:049, AIS:038 and AIS:153 all as amended from time to time as also those related to easy passenger accessibility including for persons with disabilities (PWDs) and all other norms and regulations on electric vehicles. v. Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract. Bus Model shall be in compliance with latest CMVR & Bus Body Code and approved as per AIS:052+AIS:153+Annexure 3 of UBS II by any Indian Government approved testing agency like ARAI, ICAT, NATRaX, GARC etc.
2	Statutory requirements	The eBus shall be designed and manufactured in accordance with the latest CMVR requirements & AIS:052 Code of Practice for Bus Body Design & Approval [Bus Code], UBS II, AIS:049, AIS:038 and AIS:153 all amended from time to time as also those related to easy passenger accessibility including for persons with disabilities (PWDs).

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S No.	Description	Technical Specification
		eBus shall be type approved as per CMVR requirements.
3	Electric propulsion system & its requirements.	Electrically propelled system should be designed to meet "Code of practice for Electric Propulsion System" performance as per AIS:038 & AIS:049. Electric Propulsion system should propel the bus at GVW fitted with all other auxiliary devices and system including air conditioning. Electric propulsion system and other sub-system should be able to operate efficiently at ambient temperatures / environmental conditions in India.
4	Type of Battery	Bus Manufacturer should use advance new generation batteries. Battery should be certified as per AIS:038 Rev-02 as amended from time to time. Advance chemistry battery as defined by Ministry of Heavy Industry vide Notification No S.O. 1472(E) dated 28th March 2019, as amended from time to time. For Human Safety, Battery should also be certified with Office memorandum F.NO. 01(02) /2022 –AEI (20555) Dated 06th September 2023 or as amended.
5	a. Battery Pack Rating and Energy/Power b. Minimum & Maximum Charging% c. Motor/s Capacity d. Charging standard e. Charging standard in high voltage system	(i) No. of Motors / Batteries as per Manufacturer's design (ii) Location of motor and batteries as per Manufacturer's design considering minimal maintenance and ease of charging (**iii**) Electric Regeneration is required (iv) Charging Mode as per Manufacturer's design. Charging Time - less than 5 hours - overnight charging for all buses. (v) Safety–Short circuit, Over Temperature, Lightening Protection is mandatory. (vi) CCS 2.0- Combined Charging System.
5.1	Battery Cooling System	Liquid Cooling system. Battery Temperature to be maintained between 5 – 45 degree C.
5.2	Battery Life	Battery to be used in mobility application upto 80% SoH. Operator to replace battery when SoH falls below 80%.
5.3	Battery Charging System	DC fast charging by CCS 2.0; Bus charging infrastructure to comply with guidelines No. 12/2/2018-EV dated 17th September 2024 or latest as issued by Ministry of Power, Government of India, as amended from time to time.

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S No.	Description	Technical Specification
5.4	Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-5) to 50 degrees centigrade, humidity level from 5% to 100%.
5.5	Electric propulsion system motor rating / power sufficient to provide Rated Performance at GVW in Stop/ Start In Urban Operation:	
a.	Rated Performance at GVW in Stop/ Start In Urban Operation	Maximum rated speed should meet the requirement as per CMVR
b.	Acceleration (Meter / Sec.^{2}) minimum	≥0.8
c.	Bus Speed of 0 – 30 kmph in Seconds.	≤10.5 seconds
d.	Maximum Speed	Maximum speed without speed limiter to be as per CMVR
e.	Minimum Grade ability from Stop at GVW	17%
f.	Rated motor power/torque preferably at lower rpm range	Rated motor power at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
g.	Power requirements for Air conditioning system ITS, etc	Required to be provided by traction battery of electric propulsion system
h.	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average)	12 m AC: 1.3 kWh/km 12 m Non-AC: 1.1 kWh/km 9 m AC: 1.0 kWh/km 9 m Non-AC: 0.85 kWh/km Note: Measurement shall be carried out at Gross Vehicle Weight (GVW) and HVAC/ VAC (if fitted in the vehicle) in operation (set temperature 24 ± 4 deg C)
5.6	Pass bye noise norms	As per CMVR
6	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse drive only when vehicle is stationary
7	Bus Axles	
7.1	Front Axle	As per manufacturers design / CMVR
7.2	Rear Axle	As per manufacturers design / CMVR
8	Suspension (Front & Rear)	Air suspension at Front & Rear
8.1	Anti-roll bars/stabilizers	Required at front and rear.
8.2	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
8.3	Kneeling(required only for low floor height buses)	Min. 60 mm entry /exit side collectively
8.4	Controls (optional)	Electronically controlled air suspension system

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9	Steering	Power steering with height and angle adjustment. As per manufacturers design
10	Transmission	Automatic Transmission, as per manufacturers design

S No.	Description	Technical Specification	
11	Brakes	As per manufacturers design	
11.1	Braking system	Mandatory ABS with Disc at front and Drum at rear or disc brake at front and rear. In case of Brake Failure provision should be made for obtaining effectiveness of service brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels. Electrical Regeneration is required	
12	Electrical system for auxiliary devices	24V DC	
12.1	Batteries (ancillaries' equipment and light and light signaling devices)	Low maintenance type leads acid batteries for 24 V & Min 100 Ah system- performances as per BIS: 14257- 1995 (latest).	
12.2	Electrical wiring & controls - type	Multiplexing type: As per UBS-II and AIS:153. Dust and water ingress protection conforming to IP 67	
13	Speed limiting device	Electronic type duly approved /certified as per AIS:018/2001 or latest, tamper proof and be adjusted to applicable speed limit.	
14	Tyres	Steel Radial Tube-less. Size and performance as per CMVR/IS.	
15	Charging range	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation upto 225 Kms for 9m and upto 250 kms for 12m bus.	
16	Bus characteristics	12- Meter	9- Meter
A	Overall length (excluding bumper)	11500 mm to 12500 mm	8800 mm to 9500 mm
B	Overall width (sole bar/floor level- extreme points)	As per CMVR	As per CMVR
C	Overall height (unladen - at extreme point)	As per CMVR	As per CMVR
D	Floor Height above ground	As per UBS II 900 mm for Standard floor bus	As per UBS II 900 mm for Standard floor

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		& 400 mm for Low floor Bus	bus & 400 mm for Low floor Bus
E	Wheelbase	As per UBS II	As per UBS II
S No.	**Description**	**Technical Specification**	
F	Front Overhang	As per CMVR and AIS:052	
G	Rear Overhang	As per CMVR	
16.1	Maximum turning circle radius (mm)	As per CMVR	
16.2	Clearances (mm)		
A	Minimum Axle clearance (mm)	165 mm	
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	
C	Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.	
16.3	Angles (degrees)		
A	Angle of approach (unladen)	As per UBS II/ CMVR	
B	Angle of departure (unladen)	As per UBS II/ CMVR	
C	Ramp over angle (half of break-over angle)	As per UBS II/ CMVR	
17	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturing design. - 2 nos. of service Doors Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	
A.	Operating mechanism	Passenger Door: Power operated Electro pneumatically controlled Driver Door: Manually Operated	
B.	Opening/Closing time in seconds per operation (maximum)	4 Seconds	
C.	Positions of door controls	On dashboard and also inside & outside of doors as per AIS:052.	
D.	Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory.	
E	Door Components/Door Locks/Locking system/door hinges/Door retention	As per AIS:052	
17.1	Service doors – Requirement	As per AIS:052 & AIS:153	

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A	Minimum door aperture (without flaps) in mm	As per AIS:052
	Description	**Technical Specification**
B	Minimum clear door width (fully opened) in mm	As per AIS:052
C	Minimum door height in mm	As per AIS:052
D	Positioning front & Rear service door	As per AIS:052
E	Number of gates	2 Nos.
17.2	Door closing requirements for bus movement	Bus should move only after closing of doors
A	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing	As per AIS:052
17.3	Step height (mm) from ground - unladen position in buses	As per AIS:052
18	Provisions of wheelchair for Persons with Disability (PwD)	As per AIS:153, 100% of the total Bus fleet in city
A	Wheelchair Boarding Devices	For 12m & 9 m standard floor Buses, Hydraulic Lift arrangement to be provided as per AIS:052 and AIS:153 for PwD Power / Manual operated ramp should be provided as per AIS-153 in case of low floor bus for PwD (Divyangjan)
B	Area, Length and Width of boarding devices	As per AIS:153
C	Slope of ramp in % & Slope of extended ramp if provided in %	As per AIS:153, AIS:052
D	Load carrying capacity (in kilograms)	As per AIS:153
E	Device to prevent the wheelchair roll off the sides when the length exceeds 1200 mm	As per AIS:153/UBS-II
F	Device to lock wrapped up ramp	As per AIS:153 / UBS-II
G	Mode of operation for Ramp	As per AIS:153
H	Requirement for passengers with reduced mobility	As per AIS:153, AIS:052
I	Wheelchair anchoring	As per AIS:153, AIS:052
J	Priority seats - minimum 2 seats	As per AIS:153, AIS:052
K	Stop request	As per AIS:153, AIS:052

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L	Emergency door /exists or Apertures	As per AIS:153, AIS:052 Emergency Exit (Door/Window) should be provided for PwD near to Wheelchair location. Safety and proper movement of PwD should be considered.
S No.	**Description**	**Technical Specification**
M	Other Technical requirement	As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzers should be clearly visible: of adequate size, installed and display the information in Braille/raised numbers as well. Location of wheelchair space shall be clearly highlighted marked and should be visible using the standard symbols for wheelchair accessibility. The lifting platform should be fitted with safety restraints system e.g., safety belt, handrails, etc. with built-in safety parameters to avoid any slippage.
19	Bus design	
19.1	Design type approval	As per CMVR, AIS:052 + AIS:153
19.2	Bus structure - materials specifications etc.	OEM is allowed to use any corrosion resistant material as per UBS II, AIS:052, AIS:153, provided that the design integrity is validated using suitable Finite Element Analysis (FEA) for the operating environment of the Buses. Exterior panels: as per OEM design
19.3	Insulation	As per AIS:052, FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocol: As per AIS:052.
B	Battery Pack compartment	
19.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052.
B	Steps on floor	As per AIS:052 / AIS:153.
C	Maximum floor slope	As per AIS:052
D	Floor surface material	Minimum 15 mm (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board as per BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002). The chequered plywood minimum 15mm (12 Metre Bus) and minimum 12 mm (9 Metre Bus) thick is also allowed as per the relevant standard for the quality and fire resistance/flammability.
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
19.5	Safety glasses and fittings:	

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A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2) 2019latest. Standard designs for each model of buses to be followed
B	Laminated Glass Specifications	Min Thickness of 7.76 mm with clear Interlayer
S No.	**Description**	**Technical Specification**
C	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass- plain/flat/curved at centre & curved at cornersIS:2553 (Part-2) 2019/latest revision
D	Side windows:	AC Bus- Single piece flat /curved pasted toughened glass Non AC bus- Sliding type window with toughened glass
E	Side Window /Rear Windshield Glass specifications	Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = 5 mm
F	Other glasses - material specs, thickness etc. (If Provided).	Toughened as per IS:2553 (Part-2) 2019 latest revision of Thickness = 5 mm
19.6	Driver Seat	As per AIS:023 and AIS:052
A	Performance & strength requirements of Driver Seat	As per AIS:023
B	Driver's working space	As per AIS:052
C	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS:052 conforming to AIS:005 & AIS:015
19.7	Passenger Seat and Layout	As per AIS-023 and AIS-052
A	Performance & strength requirements passenger Seat	As per AIS:023
B	Passenger Seat	Type Approved Seats & seating layout as per bus code 'PP-LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS:15061:2002 amended from time to time The gangway shall be as per UBS-II
C	Passengers seat belt Number and Location	As per AIS:052, Mandatory to provide at seats on wheel arch (if applicable), opposite to service door and middle seat of last row wherever required.
D	Seat layout in Floor area	2X2 as per AIS:052
E	Minimum seating capacity	For wheelchair compatible buses: Standard floor buses i. For 12-meter bus (35 seats + 1 wheelchair + Driver), ii. For 9-meter bus (25 seats + 1 wheelchair +

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		Driver). Low Floor Buses: i. For 12-meter bus (35 seats + 1 wheelchair + Driver), ii. For 9-meter bus (25 seats + 1 wheelchair + Driver).
S No.	**Description**	**Technical Specification**
F	Standee Passenger	As per AIS:052
G	Seat area/seat space per Passenger (width*depth) mm	As per AIS:052
H	Seat pitch - minimum (mm)	As per AIS:052
I	Minimum backrest height- from floor to top of seat/ headrest	As per AIS:052
J	Seat back rest & height mm	Fixed Type seat and Height as per AIS:052
K	Seat base height-distance from floor to horizontal front upper seat cushion.	As per AIS:052
L	Free height over seating position	As per AIS:052
M	Seat base height:	As per AIS:052, AIS:023
N	Torso angle	As per AIS:052
O	Clearance space for seated Passenger facing partition	As per AIS:052
P	Seat Arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
Q	Upholstery:	FR grade Pile Fabric Jacquard, Vinyl coated fabric or superior 0.8-1.0 mm thickness
R	Side Facing seat location	AIS:052
S	Seat belts & their anchorage	As per AIS:052
20	Rear view mirrors	As per CMVR
A	Mirrors right/left side exterior/interior	As per AIS:001 & 002 and CMVR.
21	Escape Hatch/Ventilator on Floor /Roof	As per AIS:052 & AIS:153
22	Corrosion prevention & painting	As per AIS:052
23	Wind screen wiping system:	As per CMVR, IS:15802-2018 or Latest
A	Wiper motor:	
B	Wiper arm/Wiper blade Washing system	
24	Electrical system	As per CMVR, AIS:052 & AIS:153.
24.1	Electrical cables:	The Bus shall have multiplex wiring system. All wiring shall

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<table>
<tr><td>24.2</td><td>Conductor cross section</td><td>be as per the provision of AIS:052, shall be fire retardant conforming to IS:2465-1984 or latest and safety requirements as provided in CMVR.
Copper conductors with fire retardant as per IS/ISO:6722:2006 or latest revision as per appropriate class.
Conductor x-sec varying as per circuit requirements, minimum cross section 0.5 sq mm. It should be compliance with BIS/DIN or equivalent or better.</td></tr>
<tr><td>24.3</td><td>Safety requirements of electrical</td><td></td></tr>
<tr><td>S No.</td><td>Description</td><td>Technical Specification</td></tr>
<tr><td>A</td><td>Fuse</td><td rowspan="5">As per AIS:052.

Battery cut off (Total Three)
- One manual near driver seat
- One electronic on driver Dashboard area
- One at the rear compartment.</td></tr>
<tr><td>B</td><td>Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts</td></tr>
<tr><td>C</td><td>Location of cables away from heat sources</td></tr>
<tr><td>D</td><td>Type approval of circuit diagram as per standards related to electric equipment's/wiring</td></tr>
<tr><td>E</td><td>Battery cut - off switch (isolator switch):</td></tr>
<tr><td>24.4</td><td>Cable insulation with respect to heat</td><td>As per AIS 052</td></tr>
<tr><td>24.5</td><td>Lighting - internal & external and illumination</td><td>All lights including interiors should be LED Type
Head Lights – As per CMVR.
Other information as per AIS:052 and AIS:153</td></tr>
<tr><td>24.6</td><td>Illumination requirements/performance of:</td><td></td></tr>
<tr><td>A</td><td>Dash board tell-tale lighting/control lighting</td><td>As per AIS:052</td></tr>
<tr><td>B</td><td>Cabin lighting - luminous flux of all lamps for cabin Lighting</td><td>As per AIS:052</td></tr>
<tr><td>C</td><td>Passenger area lighting - luminous flux of all lamps for Passenger area lighting</td><td>As per AIS:052</td></tr>
<tr><td>25</td><td>ITS enabled bus</td><td>i. The Contractor shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined in AIS:153, AIS:140 specifications and any amendments issued thereof.
Specifically, requirements but not limited to, include:
<table>
<tr><th>Sr. No</th><th>Type of Equipment</th><th>12/9M (Qty)</th><th>Remarks</th></tr>
<tr><td>1</td><td>Passenger Display Boards as per IS:16490 specifications</td><td>4</td><td rowspan="2">Internal, Front, Left Side, and Rear</td></tr>
<tr><td>2</td><td>Speaker</td><td>4</td></tr>
</table></td></tr>
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		3	Amplifier	1		
		4	Fully ITS compliant	1	As per IS:16490 specifications and amendment 2 or latest.	
		5	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.	
		6	CCTV Camera with 4G/ 5G	4	Internal and External with minimum 15 days backup storage as per IS:16833 annexure C 4 or 8 channel minimum 2 TB NVR for recording	

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S No.	Description	Technical Specification			
		7	Panic Button	Each row of the seat	As per AIS:140 Specifications
		8	Camera based Passenger Counters	2	At each door as per the specifications in Annexure 1 below

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		ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Operator shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change. iii. All the equipment of the ITS shall be integrated to single control unit and the vehicle CAN Bus for transmitting the data to central ITMS. The Cost of such integration should be the responsibility of the Operator. iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a centralized ITMS server. 1. Timestamp 2. Odometer reading 3. Vehicle Status 4. SoC (State of Charge) 5. SoH (State of Health) 6. Speed 7. Acceleration 8. Voltage (pack and cell level) 9. Current (pack and cell level) 10. Power 11. Charger Current 12. Charger Voltage 13. Ambient temperature 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17. Coolant Temperature v. The Authority shall provide all the route information to the Operator to upload into the ITS in regular intervals. The Operator should make the required changes as and when provided by the Authority within seven (7) working days for the envisaged routes to be
S No.	**Description**	**Technical Specification**

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		made operational. Information displayed in the PIS Boards should be dynamic and not static accounting for any route change or deviation from existing routes. vi. The Camera Based Passenger Counter shall be integrated to the SCU at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority. vii. Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS. viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi-resolution CCTV cameras shall be installed each one facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment. Operating temp is -10°C to 60°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. However, the placement of cameras may be finalized at the time of Prototype bus inspection. ix. The successful bidders shall ensure device level interoperability of the ITMS to be communicated by Authority.
26	Safety related items:	
26.1	First Aid Box	As per CMVR
26.2	Window guard rails (for Non-AC buses)	As per CMVR and AIS 052
26.3	Fire extinguisher:	As per AIS:052 & AIS:153
26.4	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing or as per OEM make of min. 32 mm dia, 3 mm thick/ powder coated/hammer toned rest as per AIS:052

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S No.	Description	Technical Specification
26.5	Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46
26.6	Stanchions:	*As per Manufacturer design.* MS tubing or OEM make of min. 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052
26.7	Passengers stop request signal	As per UBS – II
26.8	Entrance/Exit Guard/Step well guard:	As per AIS:052
26.9	Emergency exit doors, warning devices etc:	As per AIS:052, AIS: 153, CMVR
26.10	Front/rear door, step well lights, door open sign, Buzzers	As per AIS:052
26.11	Towing device front/rear	As per UBS II/ CMVR
26.12	Warning triangle	As per CMVR
26.13	Fog lighting	As per AIS:052/CMVR
26.14	Bumpers - front and rear	FRP or steel or combination of both meeting requirement of an energy absorbing system. As per AIS:052.
26.15	Passenger safety system	Bus should move only when the doors are closed and the Bus doors should open only when the bus is completely brought to a halt.
26.16	Reverse Parking Alert System (RPAS)	As per CMVR
27	Windows	
A	Type of window	As per AIS 052. Fixed (Pasted) glass windows for AC and Sliding glass windows for Non-AC bus.
B	Minimum height of window aperture (clear vision) in mm	As per AIS:052
C	Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS:052
D	Minimum height of upper edge of window aperture from bus floor	As per AIS:052
E	Minimum width of windows (clear vision zone)	As per AIS:052
28	Life cycle requirements of bus	**12 years** OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period. Operator to ensure refurbishment of vehicle after 6 years

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S No.	Description	Technical Specification
29	Air conditioning system (HVAC to be provided according to Authority guidelines in colder cities)– test procedure for type approval	Specifications, Target results, apparatus and procedure as per UBS II with both the conditions of 42 & 48 degrees. - Min. 26 kW for 9m, - Min. 34 kW for 12m
A	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m^3/hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding Motor power, etc.	Optional Fitment
B	Demister	Optional Fitment
30	Additional requirements	
30.1	Air circulations and ventilation in driver's area	As per AIS:052, An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cabin
		As per AIS:052, Drivers work area to be provided with AC vent or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
30.2	Interior noise and pass by noise	As per IS:12832:2010 or latest and IS:3028:2018, AIS:20, AIS:153 or latest respectively.

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30.3	Destination boards	Four Destination Board: Internal, Front, Side and Rear. (UV resistant) Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English and appropriate regional language of High Intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS feed triggered display on internal display board and announcement of name of approaching bus-stop inside the bus. Destination boards should comply with IS:16490 BIS standards. (As per AIS:153 and AIS:052) Information on a route and its final destination should be displayed outside the bus in large text, especially on the front and side of the bus. This information should be in bright contrasting color and be well illuminated by an external light to make it readable in the dark. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 30 meters. For Inside Display: The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English. The illumination system will be of modular display type. The display shall be mounted at an appropriate location and height in front portion of the bus for clear visibility to all passengers in the bus from all angles. Ingress Protection Grade of IP 65/55 for destination Boards

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S No.	Description	Technical Specification
31	Paint/ color scheme	Colour scheme as per STU/` requirement. The approval of design and shade of the paint be obtained from respective STU/City before painting. Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Public Transport Authority. The buses must be recognizable as environmentally friendly battery buses. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS:13213-1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades as per BIS:5-1978 or latest. In case of Matt black paint, the same shall be tested as per IS:13213-1991 or latest except the gloss value should be up to 30 units.
A	Logo	Buses shall bear Logo and branding as provided by MHI. Logos shall be lodged onto the bus body as per the guidelines issued by MHI.
32	Jack	As per CMVR / bus manufacturer design
33	Fire Detection & Alarm System (FDAS) / Fire Detection & Suppression System (FDSS)	As per AIS:135 or as amended.
34	Tool Kit	As per CMVR
35	GVW	As per CMVR Rules & its amendments from time to time.
36	Fire retardancy	All bus body building material used inside the bus, should be fire retardant as per IS:15061:2002

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Table 2: Technical specifications of Electric bus Compliant with the requirements of CMVR, AIS:052 (Type -I), AIS:153,UBS II and AIS:140 for 9m and 12m BRTS electric bus

S No.	Description	Technical Specification
1	Introduction	The bus shall conform to the technical specifications mentioned in this Table 1 are applicable for following type of buses: 1. 12m, 900 mm floor height AC Bus 2. 9m, 900 mm floor height AC Bus For detailed characteristics, refer to clause 14 of Vol-2 of RfP i. The word "bus" shall also mean a bus powered exclusively by an Electric **Motor whose traction energy is supplied exclusively by traction battery** installed in the vehicle suitable for operationsin city conditions. ii. The bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). iii. The word "Bus" wherever it has been used in specifications means the "**Battery Operated Bus**". The bus in general shall meat all applicable Central Motor Vehicle Rules, 1989 as amended (hereinafter referred to as "CMVR"), norms for safety applicable on the date of manufacture and Bus Code AIS 052 andany revisions thereof [hereinafter called Bus Code] AIS-049, AIS-038 and AIS-153 all as amended from time to time as also those related to easy passenger accessibility including for Persons with Disabilities (PWDs) and all other norms and regulations on high voltage electric vehicles. iv. Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from thesespecifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract. v. Bus Model shall be in compliance with CMVR & Bus Code and approved as per AIS: 052+AIS:153+ Annexure 3 of UBS II by any Indian Government approved testing agency like ARAI, ICAT, NATRaX, GARC etc.
2	Statutory requirements	The eBus shall be designed and manufactured in accordance with the latest CMVR requirements & AIS-052 Code of Practice for Bus BodyDesign & Approval [Bus Code], and UBS-II, AIS – 049, AIS – 038 and AIS-153 all amended from time to time as also those related to easy passenger accessibility including for Persons with Disabilities (PWDs). eBus shall be Type Approved as per CMVR requirements

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3	Electric propulsion system & its requirements.	Electrically propelled system should design to meet "Code of practice for Electric Propulsion System" performance as per AIS038 & AIS 049. Electric Propulsion system should propel the bus at GVW fitted with all other auxiliary devices and system including air conditioning.
		Electric propulsion system and other sub-system should be able tooperate efficiently at ambient temperatures / environmental Conditions in India
4	Type of Battery	Bus Manufacturer should use advance new generation batteries. Battery should be certified as per AIS:038 Rev-02 as amended from time to time. Advance chemistry battery as defined by Ministry of Heavy Industry vide Notification No S.O. 1472(E) dated 28th March 2019, as amended from time to time. For Human Safety, Battery should also be certified with Office memorandum F.NO. 01(02) /2022 –AEI (20555) Dated 6th September 2023 or as amended.
5	1. Battery Pack Rating andEnergy/Power 2. Minimum & Maximum Charging% 3. Motor/s Capacity 4. Charging standard 5. Charging standard inhigh voltage system	(i) No. of Motors / Batteries as per Manufacturer's design (ii) Location of motor and batteries as per Manufacturer's designconsidering minimal maintenance and ease of charging (ii) Electric Regeneration is required (iv) Charging Mode as per Manufacturer's design. Charging Time lessthan 5 hours- overnight charging. (v) Safety–Short circuit/ Over Temperature / Lightening Protection ismandatory. (vi) CCS 2.0- Combined Charging System.
5.1	Battery Cooling System	Liquid Cooling system. Battery Temperature to be maintained between 5 – 45 degree C.
5.2	Battery Life	Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when SoH falls below 80%.
5.3	Battery Charging System	DC fast charging by CCS 2.0; Bus charging infrastructure to comply with guidelines No. 12/2/2018-EV dated 17th September 2024 or latest as issued by Ministry of Power, Government of India, as amended from time to time.
5.4	Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors withminimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-10) to 50 degrees centigrade,humidity level from 5% to 100%.

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5.5	Electric propulsion system motor rating / power sufficient to provide Rated Performance at GVW in Stop/ Start In Urban Operation:	
a	Rated Performance at GVW in Stop/ Start inUrban Operation	Maximum rated speed should meet the requirement as per CMVR
b.	Acceleration (Meter / Sec.^{2}) minimum	≥0.8
c.	Bus Speed of 0 – 30 kmph in Seconds.	≤10.5 seconds
d.	Maximum Speed	Maximum speed without speed limiter to be as per CMVR Maximum speed with speed limiter to be 50 kmph as it is mandatory for BRTS operations as per direction of Hon'ble High Court of Gujarat
e.	Minimum Grade ability from Stop at GVW	17%
f.	Rated HP/torque preferably at lower rpmrange	Rated HP at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
g.	Power requirements for Air conditioning system ITS, etc	Required to be provided by traction battery of electric propulsion system
h.	Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC ON condition (Annual Average)	12 m AC: 1.3 kWh/km 9 m AC: 1.0 kWh/km Note: Measurement shall be carried out at Gross Vehicle Weight (GVW) and AC in operation (set temperature 24 ± 4 deg C)
5.6	Pass bye noise norms	As per CMVR & AIS:052
6	Operational safety	Transmission system to be fitted with a mechanism which makesit possible to engage reverse gear only when vehicle is stationary
7	Bus Axles	
7.1	Front Axle	As per manufacturers design / CMVR
7.2	Rear Axle	As per manufacturers design / CMVR
8	Suspension (Front & Rear)	Air suspension at Front & Rear
8.1	Anti-roll bars/stabilizers	As per UBS – II, Required at front and rear Optional in case of independent suspension

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8.2	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear	
8.3	Controls (optional)	Electronically controlled air suspension system	
9	Steering	Power steering with height and angle adjustment. As per manufacturers design.	
10	Transmission	Automatic Transmission, as per manufacturers design	
11	Brakes	As per manufacturers design	
11.1	Braking system	Mandatory ABS with Disc at front and Drum at rear OR disc brake atfront and rear. In case of Brake Failure provision should made for obtainingeffectiveness of service brake Graduated hand controlled, spring actuated parking brakes acting onrear wheels. Electrical Regeneration is required	
12	Electrical system for auxiliary devices	24V DC	
12.1	Batteries (ancillaries equipment and light andlight signaling devices)	Low maintenance type leads acid batteries for 24 V & Min 100Ahsystem- performances as per BIS: 14257- 1995 (latest).	
12.2	Electrical wiring & controls -type	Multiplexing type -- As	
13	Speed limiting device	Electronic type duly approved /certified as per AIS – 018/2001 orlatest, tamper proof and be adjusted to applicable speed limit	
14	Tyres	Steel Radial Tube-less. Size and performance as per CMVR/IS.	
15	Charging range	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation upto 225 Kms for 9m and upto 250 kms for 12m bus.	
16	Bus characteristics	12- Meter	9- Meter
A	Overall length (excluding bumper)	11500 mm to 12500 mm	8800 mm to 9500 mm
B	Overall width (sole bar/floor level-extreme points)	As per CMVR	As per CMVR
C	Overall height (unladen - at extreme point)	As per CMVR	As per CMVR

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D	Floor Height above ground	As per UBS II 900 mm for Standard floor bus	As per UBS II 900 mm for Standard floor bus
E	Wheelbase	As per UBS II	As per UBS II
F	Front Overhang	As per CMVR and AIS:052	
G	Rear Overhang	As per CMVR	
16.1	Maximum turning circle radius (mm)	As per CMVR	
16.2	Clearances (mm)		
A	Minimum Axle clearance(mm)	165 mm	
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.	
16.3	Angles (degrees)		
A	Angle of approach (unladen)	As per UBS II/ CMVR	
B	Angle of departure (unladen)	As per UBS II/ CMVR	
C	Ramp over angle (half of break-over angle)	As per UBS II/ CMVR	
17	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door)	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturing design. - 2 nos. on driver side and 2 nos. on the near side / non-driver side. Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	
A	Operating mechanism	Passenger Door: Power operated Electro pneumatically controlled Driver Door: Manually Operated	
B	Maximum opening / closing time in secondsper operation	4 Seconds	
C	Positions of doorcontrols	On dashboard and also inside & outside of doors as per AIS 052	
D	Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory	
E	Door Components/Door Locks/Locking system/door hinges/Door retention	As per AIS:052	

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F	Location of Entry / exit gates on driver side (off-	Location on off- side/driver side/ BRTS door (to match height of station platform without steps and synchronize with the centre-line of doors at BRTS Stations)
G	Entry/Exit door – between wheels (near side/non driver side):	Options with regard to location of the doors to be provided by the Selected Bus Operator/ OEM.
17.1	Service doors – Requirement	As per AIS:052 & AIS:153
A	Minimum door aperture (without flaps) in mm	As per AIS:052
B	Minimum clear door width (fully opened) in mm	As per AIS:052
C	Minimum door height in mm	As per AIS:052
D	Positioning front & Rear service door	As per AIS:052
E	Number of gates	- 2 nos. on driver side and 2 nos. on the near side / non-driver side.
F	Fixed partition between gates on driver side– full height	The Bus operator to provide options for fixed partitionafter accommodating required width of BRTS doors and seating arrangement as per the requirement of the RfP
G	Width of partition in mm (driver side)	400 (maximum)
H	Location of partitions between exit and entry gates on both sides.	Vertical center line of the partition is within the wheel base
I	Positioning doors with respect to partition	One on each side of partition
17.2	Door closing requirements for bus movement	Bus should move only after closing of doors
A	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing	As per AIS:052
17.3	Step height (mm) from ground - unladen position in buses	As per AIS:052,
17.4	Provisions of wheelchair for Persons with Disability (PwD)	As per AIS:153, 100% of the total Bus fleet in city
A	Requirement for passengers with reduced mobility	As per AIS:153, AIS:052

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B	Wheelchair anchoring	As per AIS:153, AIS:052, UBS-II
C	Priority seats - minimum 2 seats	As per AIS:153, AIS:052
D	Stop request	As per AIS:153, AIS:052
E	Emergency door /exists or Apertures	As per AIS:153, AIS:052 Emergency Exit (Door/Window) should be provided for PwD near to Wheelchair location. Safety and proper movement of PwD should be considered.
F	Other Technical requirement	As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzers should be clearly visible: of adequate size and display the information in Braille/raised numbers as well. Location of wheelchair space shall be clearly highlighted marked and should be visible using the standard symbols for wheelchair accessibility.
18	Bus design	
18.1	Design type approval	As per CMVR, AIS;052 + AIS:153
		OEM is allowed to use any corrosion resistant material as per UBS II, AIS:052, AIS:153, provided that the design integrity is validated using suitable Finite Element Analysis (FEA) for the operating environment of the Buses. Exterior panels: as per OEM design
18.2	Insulation	As per AIS:052, FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocol:As per AIS:052.
B	Battery Pack compartment	
18.3	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052.
B	Steps on floor	As per AIS:052.
C	Maximum floor slope	As per AIS:052
D	Floor surface material	Minimum 15 mm (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board as per BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002). The chequered plywood minimum 15mm (12 Metre Bus) and minimum 12 mm (9 Metre Bus) thick is also allowed as per the relevant standard for the quality and fire resistance/flammability.

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E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for color, IS:15061:2002 for FR grade.
18.4	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2) 2019latest. Standard designs for each model of buses to be followed
B	Laminated Glass Specifications	Min Thickness of 7.76 mm with clear Interlayer
C	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass- plain/flat/curved at centre & curved at corners
D	Side windows:	AC Bus- Single piece flat /curved pasted toughened glass Non AC bus- Sliding type window with toughened glass
E	Side Window /Rear Windshield Glass specifications	Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = 5 mm
F	Other glasses - materialspecs, thickness etc. (If Provided).	Toughened as per IS:2553 (Part-2) 2019 latest revision of Thickness 5 mm
18.5	Driver Seat	As per AIS:023 and AIS:052
A	Performance & strength requirements of Driver Seat	As per AIS:023
B	Driver's working space	As per AIS:052
C	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS:052 conforming to AIS:005 & AIS:015
18.6	Passenger Seat and Layout	As per AIS-023 and AIS-052
A	Performance & strength requirements passenger Seat	As per AIS:023
B	Passenger Seat	Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS: 15061:2002 amended from time to time The gangway shall be as per UBS-II
C	Passengers seat belt Number and Location	As per AIS:052, Mandatory to provide at seats on wheel arch (if applicable), opposite to service door and middle seat of last row wherever required.
D	Seat layout in Floor area	2X2 as per AIS:052
E	Minimum seating capacity	For wheelchair compatible buses: iii. For 12-meter bus (33 seats + 1 wheelchair + Driver),

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		iv. For 9-meter bus (25 seats + 1 wheelchair + Driver).
F	Standee Passenger	As per AIS:052
G	Seat area/seat space per Passenger (width*depth) mm	As per AIS:052
H	Seat pitch - minimum (mm)	As per AIS:052
I	Minimum backrest height- from floor to top of seat/ headrest	As per AIS:052
J	Seat back rest & height mm	Fixed Type seat and Height as per AIS:052
K	Seat base height-distance from floor to horizontal front upper seat cushion.	As per AIS:052
L	Free height over seating position	As per AIS:052
M	Seat base height:	As per AIS:052, AIS:023
N	Torso angle	As per AIS:052
O	Clearance space for seated Passenger facing partition	As per AIS:052
P	Seat Arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
Q	Upholstery:	FR grade Pile Fabric Jacquard, Vinyl coated fabric or superior 0.8-1.0 mm thickness
R	Side Facing seat location	AIS:052
S	Seat belts & their anchorage	As per AIS:052
19	Rear view mirrors	As per CMVR
A	Mirrors right/left side exterior/interior	As per AIS:001 & 002 and CMVR.
20	Escape Hatch/Ventilator on Floor /Roof	As per AIS:052 & AIS:153
21	Corrosion prevention & painting	As per AIS:052
22	Wind screen wiping system :	As per CMVR, IS:15802-2018 or Latest
A	Wiper motor:	
B	Wiper arm/Wiper blade Washing system	
23	Electrical system	As per CMVR, AIS:052 & AIS:153.

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23.1	Electrical cables:	
23.2	Conductor cross section	The Bus shall have multiplex wiring system. All wiring shall be as per the provision of AIS:052, shall be fire retardant conforming to IS:2465-1984 or latest and safety requirements as provided in CMVR. Copper conductors with fire retardant as per IS/ISO:6722:2006 or latest revision as per appropriate class. Conductor x-sec varying as per circuit requirements, minimum cross section 0.5 sq mm. It should be compliance with BIS/DIN or equivalent or better.
23.3	Safety requirements of electrical:	
A	Fuse	As per AIS 052 – fuse of rated current 1.5 times the load currentof electrical equipment. Necessary in every electrical circuit
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052 Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area -One at the rear compartmente.
C	Location of cables awayfrom heat sources	
D	Type approval of circuit diagram as per standards related to electric equipment's /wiring	
E	Battery cut - off switch (Isolator switch):	
F	Cable insulation withrespect to heat	As per AIS 052
23.4	Lighting - internal & external and illumination	All lights including interiors should be LEDHead Lights as per CMVR. Other information as per AIS 052 and AIS 153
23.5	Illumination requirements/performanc e of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabinlighting	As per AIS 052
C	Passenger area lighting - luminous flux of all lamps for Passenger arealighting	As per AIS 052
24	ITS enabled bus	i. The Contractor shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined in AIS 153, AIS 140 Specifications and any

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amendments issued thereof. Some of the equipment's and their quantities are listed below:

Specifically, requirements but not limited to, include:

Sr. No	Type of Equipment	12/9 m (Qty)	Remarks
1	Passenger Display Boards as per IS:16490 specifications	4	Internal, Front, Left Side, and Rear
2	Speaker	4	
3	Amplifier	1	
4	Fully ITS compliant	1	As per IS:16490 specifications and amendment 2 or latest.
5	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.
6	CCTV Camera with 4G/ 5G	4	Internal and External with minimum 15 days backup storage as per IS:16833 annexure C 4 or 8 channel minimum 2 TB NVR for recording
7	Panic Button	Each row of the seat	As per AIS:140 Specifications
8	Camera based Passenger Counters	2	At each door as per the specifications in Annexure 1 below

ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the

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		Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Operator shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change. iii. All the equipment of the ITS shall be integrated to single control unit and the vehicle CAN Bus for transmitting the data to central ITMS. The Cost of such integration should be the responsibility of the Operator. iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a centralized ITMS server. 1. Timestamp 2. Odometer reading 3. Vehicle Status 4. SoC (State of Charge) 5. SoH (State of Health) 6. Speed 7. Acceleration 8. Voltage (pack and cell level) 9. Current (pack and cell level) 10. Power 11. Charger Current 12. Charger Voltage 13. Ambient temperature 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17.Coolant Temperature v. The Authority shall provide all the route information to the Contractor to upload into the ITS in regular intervals. The Operator should make the required changes as and when provided by the Authority within seven (7) working days for the envisaged routes to be made operational. Information displayed in the PIS Boards should be dynamic and not static accounting for any route change or deviation from existing routes. x. The Camera Based Passenger Counter shall be integrated to the SCU at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority. xi. Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for

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		integration with central ITMS. xii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi- resolution CCTV cameras shall be installed each one facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment. Operating temp is -10°C to 60°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. ix. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi-resolution CCTV cameras shall be installed each one facing towards front road view, one near the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the exit door & fourth one near the exit door from the inside facing towards passenger compartment. Three hi-resolution CCTV applicable for 7m buses. Operating temp is -10°C to 60°C or 0 to 50 degrees C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. The successful bidders shall ensure device level interoperability of the ITMS to be communicated by Authority or any of its nominated agencies in due course.
25	Safety related items:	
25.1	First Aid Box	As per provision of CMVR, AIS-052
25.2	Fire extinguisher:	As per AIS:052 & AIS:153
25.4	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing or OEM make of minimum 32mm dia, 3 mm thick/ powder coated/Hammer toned. Rest as per AIS 052
25.5	Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46
25.6	Stanchions:	*As per Manufacturer design.* MS tubing or OEM make of minimum 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052
25.7	Passengers stop request signal	As per UBS – II
25.8	Window guardrails:	As per AIS 052 (for Non-AC buses)
25.9	Entrance/Exit Guard/Step well guard:	800 mm minimum height extending ≥ 100 mm more than centre line of sitting position of the Passenger. As per AIS 052.

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25.10	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR
25.11	Front/rear door, step well lights, door open sign,Buzzers	As per AIS 052
25.12	Towing device front/rear	As per UBS II / CMVR of Bus.
25.13	Warning triangle	As per AIS 052/CMVR
25.14	Fog lighting	As per AIS 052/CMVR
25.15	Bumpers - front and rear	FRP or steel or combination of both meeting requirement of an energy absorbing system. As per CMVR and AIS 052.
25.16	Passenger safety system	Mandatory allowing bus motion on doors closing and doorsopening only when the bus is stopped
26	Windows	
A	Type of window	As per AIS 052. Sliding type windowpanes for Non-AC bus and fixed glass windows for AC bus.
B	Minimum height of window aperture (clear vision)* in mm	As per AIS 052
C	Clear vision includes partition between fixed and sliding glass subject to a maximumwidth of 100 mm	As per AIS 052
D	Minimum height of upperedge of window aperture from bus floor	As per AIS 052
E	Minimum width of windows (clear vision zone)	As per AIS 052
27	Life cycle requirements ofbus (whichever is earlier)	**12 years**
		OEM to take responsibility of bus bodies as well as of chassis forthe period of warranty assured period. OEM to ensure refurbishment of vehicle in 6 years
28	Air conditioning system - test procedure for type approval	Specifications, Target results, apparatus and procedure as per UBSII. - Min. 34 kw for 12m - Min. 26 kW for 9m,

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A	Air curtains on entry/exit gates to avoid loss/gain ofheat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m^3/hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding Motor power, etc.	Optional Fitment
B	Demister	Optional Fitment
29	Additional requirements	
29.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at asuitable location for proper inflow of air inside the driver cab
		Drivers work area to be provided with blower or suitable device(200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
29.2	Interior noise and pass bynoise	shall conform to IS: 12832:2010 or latest and IS: 3028:2018, AIS 20, AIS 153 or latest respectively.
30	Destination boards	Four Destination Board: Internal, Front, Side and Rear. (UVresistant) Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English and appropriate regional language of High Intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS feed triggered display on internal display board and announcement ofname of approaching bus-stop inside the bus. Destination boards should comply with IS 16490 BIS standards. (As per AIS-153 and AIS-052) Information on a route and its final destination should be displayed outside the bus in large text, especially on the front andside of the bus. This information should be in bright contrasting color and be well illuminated by an external light to make it readable in the dark. The pitch of the LEDs shall be optimized to cover the maximumpossible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance ofup to 50 meters.

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		For Inside Display: The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English. The illumination system will be of modular display type. The display shall be mounted at anappropriate location and height in the front portion of the bus for clear visibility to all passengers in the bus from all angles. Ingress Protection Grade of IP 65/55 for destination Boards
31	Paint	Colour scheme as per City requirement. The approval of designand shade of the paint be obtained from respective STU before painting. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS: 13213- 1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades asper BIS: 5-1978 or latest. In case of Matt black paint, the same shall be tested as per IS: 13213-1991 or latest except the gloss value should beup to 30 units.
	Colour Scheme	Colour scheme as per City requirement. The approval of design and shade of the paint be obtained from respective STU before painting. Exterior, interior colour schemes and logo/ graphics to be applied willbe as notified by Public Transport Authority. The buses must be recognizable as environmentally friendly battery buses.
32	Jack	As per CMVR & bus code AIS052
33	Fire Detection & alarm System (FDAS) / Fire Detection & Suppression System (FDSS)	As per AIS -135 or as amended.
34	Tool Kit	As per CMVR & bus code AIS052
35	GVW	As per CMVR Rules & its amendments from time to time.
36	Fire retardancy	All material used inside the bus, should be fire retardant as per IS 15061:2002
37	Logo	Buses shall bear Logo and branding as provided by MHI. Logos shall be lodged onto the bus body as per the guidelines issued by MHI.

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Notes:

I. The Bidder shall submit Technical Specification of Components/Systems of Electric Propulsion system and submit the test certificate for these components as per the prescribed standards from the notified testing agencies like ICAT, ARAI, GARC, NATRAX etc.

II. All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards amended from time to time.

III. All units & electrical accessories and wiring harnesses used on the bus shall be so mounted that they are easily accessible and can be removed without disturbing other components. Further these accessories and wiring harnesses shall be well protected to prevent ingress of water.

IV. Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems etc. by competent authority to be obtained.

V. The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards.

VI. The Bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved certificate.

VII. The Buses shall meet all the above technical specification requirements. The buses shall be deemed satisfactory for operation only after the buses meet all the requirements prescribed above.

VIII. The Bidder shall monitor the operation of these Buses and sort out the operational issues, if any.

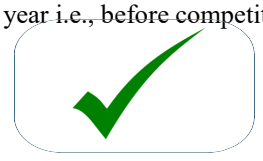
IX. The Bidder shall ensure safe & successful operation of these buses. In case of breakdown in these vehicle systems or battery charging infrastructure system, the Bidder shall immediately rectify the defects / replace parts and make the Buses, vehicle systems or charging system operational as the case may be.

X. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of health (SOH) falls below 80 percent. The bidder shall provide quarterly reports on the SoH of battery packs of each bus. This will be measured at the charger level or by a certified Ammeter by the energy (measured Ah) uptake of the battery packs while charging from 25% to 100% SoC. The relative deterioration of energy uptake of the battery packs will be used to determine the SoH of the battery to be calculated at energy uptake in quarter (kWh)/ energy uptake in first quarter post COD.

XI. Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.

XII. Bidder to submit the CMVR type approval certificate for the allocated bus at the time of final inspection of the Buses to the respective cities.

XIII. Operator to ensure refurbishment of vehicle after 6 years from the date of commercial operation date (COD). Refurbishment of buses to be in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date



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of COD. During the refurbishment period, curtail of operations schedule by 5% is allowed. The technical team will inspect the buses before put in services after refurbishment of the bus, if the bus is found not refurbished in near to showroom condition, such Bus will not be permitted for the operations.

XIV. Camera Based Passenger Counting System should be Bi – Directional Counting on a Definable Line (Polygon), Variable position of counting lines, Adaptation to on-site requirement, No Double Counting, Automatic Compensation for interference from swinging and sliding doors, It should also have real-Time Video Streaming or recording of video files to external storage media, Start and Stop function via door contact, No interference with other functions. The system shall achieve

minimum 95% counting accuracy. The system should be integrated through ITS to the backend of the System(s) of the Authority. The cost of such integration shall be the responsibility of the Bidder during the Contract Period.

XV. Camera Based Passenger Counting System should generate Total Passenger Report- A basic report to analyze passenger counts on a single vehicle only. Time resolution shall be by day, week, month or year. Option to select a range of dates shall also be available; default time interval shall be by day with maximum 90day resolution allowed. Report output shall be displayed on screen as tabular, chart or both. Export feature shall be of the tabular output only, downloadable as a CSV file.

XVI. Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified herein above in the Buses. The Operator needs to provide necessary AC / DC power arrangement near the gates of the buses as per the best industry practices. The bidder shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Bidder is responsible for regular maintenance ITS equipment installed by throughout the Contract Period. The Contractor and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of the ITS equipment provided by Bidder to the Authority's ITMS. The Authority can mount any equipment in the Buses provided by the Bidder at its own cost and the Bidder shall be responsible for the safety and security of such equipment during the Contract Period.

XVII. The ITS components shall be factory-fitted and fully operational, ensuring seamless plug-and-play readiness upon commissioning

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Annexure 1

Camera Based Passenger Counter Specification & Functionality

A. Feature and Functionality

1. The APC (Automatic Person Counting) system shall use ceiling mounted stereovision cameras giving a 3D representation of the count zone.
2. The APC sensors shall be connected in a serial daisy chain or parallel wired star format.
3. There should be no impact on accuracy due to bad lighting. The APC should count with the light of up to 30 LUX, with no shadow influence.
4. The Ethernet connector on the device should of Industrial Grade like M12 connector.
5. Power Supply should be 24V DC
6. The power consumption of the device should be less than 5 watts.
7. Aperture angle should be greater than 100°
8. APC should be able to monitor area of up to 4 x 4 meter
9. The APC should be Configurable and versatile based on the vehicle type.
10. The APC shall have the capacity to retain count data for a minimum of 30 days either onboard or offboard to an external storage media or cloud based servers.
11. In the event of interrupted power to the APC sensors, no counting data shall be lost.
12. The APC system has to give a control video via Ethernet to control the entrance area (door free).
13. The APC system has to support the storage and the verification of control videos and of counting results to control the accuracy of the system in an offline state.
14. The APC sensor shall determine the count result via onboard processing. The real time video streaming or recording of video files to external storage media shall be made available to the Authority and integration of real time streaming through the OBITS with the backend of the Authority system(s) is the responsibility of the bidder.
15. All count results shall be time-stamped via a synchronized onboard real-time clock. The operator shall provide passenger reports based on daily, weekly and monthly passenger counts at single vehicle, route and fleet level with the option of downloading data as a CSV file format.
16. The APC should eliminate the counts resulting from partial passages and motion reversals
17. Automatic passenger counter should be able to detect passenger in both direction ie bi – Directional Counting on a Definable Line (Polygon), variable position of counting lines, adaptation to on-site requirement, no double counting, with automatic compensation for interference from swinging and sliding doors
18. The Automatic Passenger counter should be fixed at the gate of the bus and should be vandal resistant.

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B. Technical Specifications – Specifications and Integration

1. An additional onboard computer or OBITS shall provide a communication interface to the APC sensor network.
2. All APC sensors shall be accessible from the additional onboard computer or OBITS.
3. The additional onboard computer or OBITS shall provide the user with a software interface to monitor the health of the counting system.
4. The additional onboard computer or OBITS shall provide an Internet connection for the local counting database to be replicated in real-time to an Internet-based destination.
5. Processor: Minimum ARM 9 or ARM 11 or Intel Atom 1.6 Ghz
6. RAM: Minimum 1 GB
7. SSD: 32 GB
8. VGA: Single port
9. Network: 10/100 Gbps
10. USB: 4 ports
11. RS232: 1 port
12. GSM & GPRS module with antenna
13. Wi-Fi: Not required / optional
14. Power Input: 24 V DC with power consumption
15. Internal Slot for putting the mobile SIM card.
16. Operating Temp: 0 to +60 degrees
17. Mounting Kit for buses – holes for the screws / bolts should be there.
18. Certification:
    a. EMC: FCC Part 15, EN55022, EN55024, EN 50121-3-2, EN 61000-6-2
    b. Radio: FCC Part 22, 24, RSS132,133, EN301 489-1, EN489-3 (-GP Only), EN 301 489-7, EN301 511,AS/ACIF S042.1, S042.3
    c. Shock & Vibration Certification: IEC 61373 category 1, class B
    d. Safety Compliance: UL60950-1, cUL60950-1, IEC60950-1
    e. Or any latest guidelines applicable as per GoI

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NCMC Based Ticket Validator Specifications

A. Feature and Functionality

1. The on board ticket validators will enable commuters to use National Common Mobility Card (NCMC) for fare payment and pre-paid ticket and pass validation.
2. The Validator should be provided for the AFC Provider of STU/Authority to upload the software and security features in the OS provided in the Validator. The AFC Provider will integrate the Validator through the ITS to the AFC software at the backend which would be integrated into the Acquiring Bank / Central System.
3. The flow of data of regular transaction will be through the ITS as defined by RBI regulations for security and safety guidelines. This is the responsibility of the AFC provider of the STU/Authority and not the Bidder.
4. The validators will allow commuters to pay fares through multiple media types read including smartphone/tablet/smartwatch displays & paper tickets. The hardware with basic OS, wiring and wiring would be provided by the Bidder, the sofrtware and the complete AFC solutions would be provided by the AFC Provider of the STU/Authroity and not the Bidder.

No wiring for any kind of retro fitting will be allowed for the validators after deployement. All wiring for the validators in the buses would be pre installed irrespective of the validators being installed during the contract period.

B. Technical Specifications

Physical	
Dimensions	less than 300 mm(L) x 225 mm(W) x 150 mm(H), mounted on stanchions near passenger entry and exit doors
Display	minimum 7" display, sunlight readable with contrast ratio 800:1 with capacitive multi-touch, viewing angle (CR>10),
Body	ABS (Acrylonitrile Butadiene Styrene)
Power Supply and external connectivity	
Voltage	24V
USB Port	1* Type-C supporting OTG (on the go)
Operating Environment	
Temperature	Storage temp:-20°C~60°C Operating temp:0°C~50°C
Humidity	5-100% humidity
Shock and Vibrations	IEC 61373 category 1, class B
CPU and OS requirement	
CPU	ARM Cortex-A9 processor or higher
Operating System	Android 7.0 or higher/ Linux OS with full API and device access for developers
RAM	1GB or above

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Device Memory	4 GB or above
Communication and Connectivity	
SIM Slot	1* NANO SIM & 1* MINI SIM / e-Sims
Cellular Data	Mobile Data: 2G/3G/4G
WIFI	WiFi: 2.4GHz/5GHz, IEEE 802.11a/b/g/n
Positioning	GPS, Sensitivity: -159dBm; receive frequency: 1575.42MHz; satellite Channel: 20 channel; positioning accuracy: <10m
Bluetooth	Bluetooth 2.1/3.0/4.2 and BLE
Speaker	Stereo speakers with digital control for audio playback
Readers and Validation	
QR code reader	1D/ 2D barcode reading. Media types read: Smartphone/tablet/smartwatch displays & paper tickets
NFC	NFC: ISO/ICE 14443 Type A&B, Mifare cards
Smart card	MIFARE PLUS SE 1K , operating distance upto 5 cm
Card Readers	Magstripe: ISO 1/2/3, ISO 18092 compliant
Certification	RuPay qSPARC certified for NCMC Contactless: EMV Level 1 and 2 compliant Certified PCI PTS 5.x, EMV certified Smartcard: EMV Level 1, NPCI Rupay Qsparc (attendant and unattended)

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Annexure 2

Guidelines for Communication between ITS Equipment and ITMS Cloud

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1. Introduction

Protocol Proposed - MQTT

MQTT is a standards-based messaging protocol, or set of rules, used for machine-to-machine communication. The MQTT broker is responsible for maintaining stable connections with clients, processing messages, and forwarding them to the subscribed and approved MQTT packet usually responds to an MQTT command. The MQTT protocol defines two types of network entities: a message broker and several clients. An MQTT broker is a server that receives all messages from the clients and then routes the messages to the appropriate destination clients. An MQTT client is any device (from a microcontroller to a fully-fledged server) running an MQTT library and connecting to an MQTT broker over a network.

MQTT is a lightweight protocol that is used globally while communicating with the IOT Devices. Features of MQTT –

- Lightweight Protocol
- Low bandwidth consumption
- Low power Consumption
- Data agnostic
- Used where M2M communication is required
- Based on Pub/Sub Architecture
- works best where the connection with the devices is not stable

2. MQTT Packet format

Message Format - JSON

JSON, which stands for "JavaScript Object Notation," is a lightweight data interchange format that is easy for humans to read and write and easy for machines to parse and generate. JSON has become a widely adopted standard for data exchange in various programming languages and is commonly used in web development, APIs, and data storage.

JSON is commonly used for configuration files, data interchange between web servers and clients (e.g., RESTful APIs), and data storage (NoSQL databases often use JSON-like formats). It is also widely used in JavaScript, but its simplicity and versatility have led to its adoption in many programming languages through libraries and APIs, making it a popular choice for data serialization and transmission in modern software development.

At its core, MQTT is a binary-based protocol that utilizes a command and command-acknowledgement format. Moreover, an acknowledgment in the form of an MQTT packet usually responds to an MQTT command.

JSON (JavaScript Object Notation) is commonly used in embedded programming for several reasons:
- Human-readable

- Lightweight
- Standardization
- Ease of parsing
- Data serialization
- Compatibility with web technologies
- Debugging and testin

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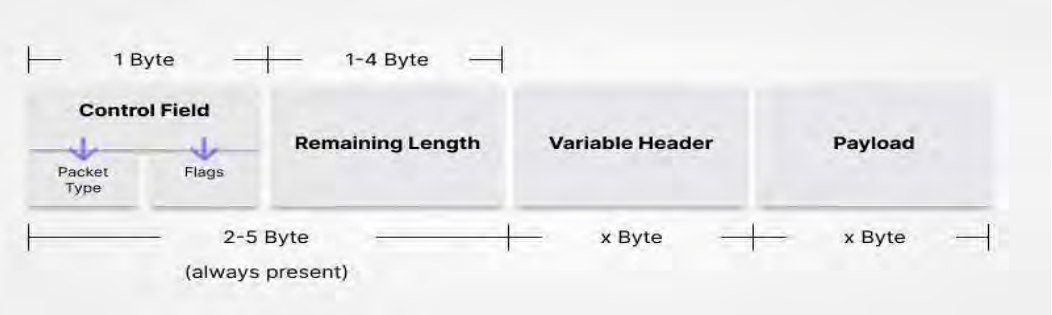
A packet in MQTT is a unit of data that is sent between clients and the MQTT broker.



The MQTT packet format consists of the following three parts:

- Fixed header: Made up of the packet type, packet flags, and length of the remaining packet.
- Variable header: Includes packet-type specific meta-data.
- Payload: The packet-type specific payload data, e.g., the message for a PUBLISH packet.

2.1 Fixed Header

Each MQTT Control Packet contains a Fixed Header as shown below.

Bit	7	6	5	4	3	2	1	0
byte 1	MQTT Control Packet type				Flags specific to each MQTT Control Packet type			
byte 2...	Remaining Length							

The first 4-bits represent the control packet type of the MQTT packet. There are 15 different MQTT packet types. Some of the packet types with value and allowed direction are given in the following table.

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PUBREC	5	Client to Server or Server to Client	Publish received (QoS 2 delivery part 1)
PUBREL	6	Client to Server or Server to Client	Publish release (QoS 2 delivery part 2)
PUBCOMP	7	Client to Server or Server to Client	Publish complete (QoS 2 delivery part 3)
SUBSCRIBE	8	Client to Server	Subscribe request
SUBACK	9	Server to Client	Subscribe acknowledgment
UNSUBSCRIBE	10	Client to Server	Unsubscribe request
UNSUBACK	11	Server to Client	Unsubscribe acknowledgment
PINGREQ	12	Client to Server	PING request
PINGRESP	13	Server to Client	PING response
DISCONNECT	14	Client to Server or Server to Client	Disconnect notification
AUTH	15	Client to Server or Server to Client	Authentication exchange

Name	Value	Direction of flow	Description
Reserved	0	Forbidden	Reserved
CONNECT	1	Client to Server	Connection request
CONNACK	2	Server to Client	Connect acknowledgment
PUBLISH	3	Client to Server or Server to Client	Publish message
PUBACK	4	Client to Server or Server to Client	Publish acknowledgment (QoS 1)

The last four bits of the MQTT control packet, the so-called control flags, are fixed corresponding to the used packet type and cannot be changed by the client, with one exception, the PUBLISH control packet type.

- DUP: Indicates if this packet is a duplicate. Bit 3

  Value 0: New data packet

  Value 1→ Redelivery of the old packet.

- QoS: The Quality of Service level. Bit 2,1

  Value 0: At most one delivery (it might deliver or not based on TCP status)

The remaining bits [3-0] of byte 1 in the Fixed Header contain flags specific to each MQTT Control Packet 404 type as shown below. Where a flag bit is marked as “Reserved”, it is reserved for future use and MUST 405 be set to the value listed. If invalid flags are received it is a Malformed Packet.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

MQTT Control Packet	Fixed Header flags	Bit 3	Bit 2	Bit 1	Bit 0
CONNECT	Reserved	0	0	0	0
CONNACK	Reserved	0	0	0	0
PUBLISH	Used in MQTT v5.0	DUP	QoS		RETAIN
PUBACK	Reserved	0	0	0	0
PUBREC	Reserved	0	0	0	0
PUBREL	Reserved	0	0	1	0
PUBCOMP	Reserved	0	0	0	0
SUBSCRIBE	Reserved	0	0	1	0
SUBACK	Reserved	0	0	0	0
UNSUBSCRIBE	Reserved	0	0	1	0
UNSUBACK	Reserved	0	0	0	0
PINGREQ	Reserved	0	0	0	0
PINGRESP	Reserved	0	0	0	0
DISCONNECT	Reserved	0	0	0	0
AUTH	Reserved	0	0	0	0

Thi
sen
suit

DUP = Duplicate delivery of a PUBLISH packet 411

QoS = PUBLISH Quality of Service 412

RETAIN = PUBLISH retained message flag

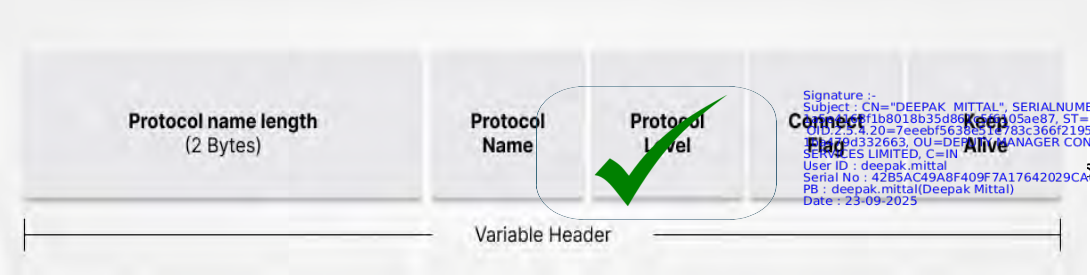
Remaining Length

Position: starts at byte 2.

The Remaining Length is a Variable Byte Integer that represents the number of bytes remaining within the current Control Packet, including data in the Variable Header and the Payload. The Remaining Length does not include the bytes used to encode the Remaining Length. The packet size is the total number of bytes in an MQTT Control Packet, this is equal to the length of the Fixed Header plus the Remaining Length.

2.2 Variable Header

The content and length of the variable header differ according to the packet type. For example, the following image shows the structure of the variable header for the CONNECT control packet.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
a57a56ff1b8018b35d86...05ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf563be...783c366f2195d258477ba122d8a7d0285ec39
...29d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Protocol name length: Indicates the length in bytes of the Protocol Name

Protocol name: ASCII representation of the protocol name, e.g., MQTT (0x4d 0x51 0x54 0x54)

Protocol level: “4” for MQTT v3.1.1, “5” for MQTT v5.0.

Connect flag: A 1-byte field with information about connection options like retention, QoS, clean session, etc. An example of this is attached just below.

Bit	**7**	**6**	**5**	**4**	**3**	**2**	**1**	**0**
	username flag	**password flag**	**will retain**	**will QOS**		**will flag**	***)**	**reserved**
	x	**x**	**x**	**x**	**x**	**x**	**x**	**0**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Username Flag:

1→ Username to send.

0-> Username not necessary

Password Flag:

1→ Password to send.

0-> Password not necessary

Will retain: if enabled, the message will be set as retained.

Will QOS: Indicates the Qos level with which the message will be sent.

Denotes the QoS level in 2 bits, i.e., QoS 0 = “0” and “0,” QoS 1 = “1” and “0,” QoS 2 = “0” and “1.”

Will flag: if activated, the broker sends a Last Will message (LWT) on behalf of the client

when it disconnects unexpectedly.

Clean session: if active, the broker will clear any existing session when this client connects

and not store any session data after the client disconnects. Note that in MQTT

v5.0, this flag is called “clean start” and only affects the start of the session.

Keep Alive: Denotes the maximum time, in seconds, the client will leave before sending a packet to the broker.

2.3 Payload

The payload holds the data related to the packet being sent. For a PUBLISH packet, this is the actual message being sent. The message can be in any format, but most often in ASCII-encoded characters formatted as JSON, XML, or text.

3. Packet Structures

This section contains some of the important packet structures. One can add his/her proprietary packets as per wish.

The packet ASCII encoded in the JSON format, fields are separated by comma.

3.1 CONNECT Packet

Control Packet Type: 0x10 (16 in decimal)

The CONNECT packet is used by an MQTT client to establish a connection with an MQTT broker. It includes information such as the protocol version, client identifier, clean session flag, keep-alive interval, and authentication credentials (username and password).

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

S.No	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header		16
2	Length of the Packet		83
Variable Header			
3	Protocol Name Length		4
4	Protocol Name		MQTT
5	Protocol Level		5
6	Connect Flag		4
7	Keep Alive		60
Payload			
8	15 Digit IMEI number		123456789012345
9	Vehicle Number		DL35XX9821
10	Firmware version		V1.0.0
11	Protocol Version		V1.0.0
12	GPS fix (1→Fixed,0→not Fixed)		1
13	Date (DDMMYY)		200728
14	Time (HH:mm:ss)		200900
15	Latitude value in decimal degrees (6 decimal places)		17.7823411
16	Latitude Direction (N=North; S=South)		N
17	Longitude value in decimal degrees (6 decimal places)		78.3123121
18	Longitude Direction (E=East; W=West)		E
19	Speed		20

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Example Jsosn Data:


```
[
 {
  "Fixed Header": {
   "Header": 16,
   "Length of the Packet": 83
  },
  "Variable Header": {
   "Protocol Name Length": 2,
   "Protocol Name": "MQTT",
   "Protocol Level": 4,
   "Connect Flag": 4,
   "Keep Alive": 60
  },
  "Payload": {
   "15 Digit IMEI number": "123456789012345",
   "Vehicle Number": " DL35XX9821",
   "Firmware version": "V1.0.0",
   "Protocol Version": "V1.0.0",
   "GPS fix": 1,
   "Date": "200728121324",
   "Time": 12091,
   "Latitude value": 17.782341,
   "Latitude Direction": "N",
   "Longitude value": 78.312312,
   "Longitude Direction": "E",
   "Speed": 20
  }
 }
]
```


3.2 CONNACK Packet

Control ACK Packet Type: 0x20 (32 in decimal)

The CONNACK packet is sent by the MQTT broker in response to a CONNECT packet. It acknowledges the client's connection request and provides status information, including a return code that indicates whether the connection was successful.

Thers is no Payload.

S.No	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header**		**32**
2	**Length of the Packet**		**2**
Variable Header			
3	**Reserved**		**0**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

<table>
<tr>
<td>4</td>
<td>Return Code
<table>
<tr><td>0</td><td>0x00</td><td>Connection Accepted</td></tr>
<tr><td>1</td><td>0x01</td><td>Connection Refused: unacceptable protocol version</td></tr>
<tr><td>2</td><td>0x02</td><td>Connection Refused: identifier rejected</td></tr>
<tr><td>3</td><td>0x03</td><td>Connection Refused: server unavailable</td></tr>
<tr><td>4</td><td>0x04</td><td>Connection Refused: bad user name or password</td></tr>
<tr><td>5</td><td>0x05</td><td>Connection Refused: not authorized</td></tr>
<tr><td>6-255</td><td></td><td>Reserved for future use</td></tr>
</table>
</td>
<td></td>
<td>0</td>
</tr>
</table>

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 32,
      "Length of the Packet": 2
    },
    "Variable Header": {
      "Reserved": 0,
      "Return Code": {
        "Value": 0,
      }
    }
  }
]
```

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

3.3 PUBLISH Packet

The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It can have different Quality of Service (QoS) levels and includes the topic name, message content, and optional message identifier.

Control Packet Type:

0x30 (48 in decimal)→ for QoS 0

0x32 (50 in decimal)→ for QoS 1

0x34 (52 in decimal)→ for QoS 2

3.3.1 Vehicle Location Packet

Topic Name: its/vehicle/location

Ack Packet: publish acknowledgement is needed.

This packet will be sent at configurable period time interval. Minimum is 5 seconds.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**50**
2	**Length of the Packet**		**105**
Variable Header			
3	**Topic Name Length**		**20**
4	**Topic Name**		**its/vehicle/location**
5	**Message ID or Frame Number Sequence Number of the messages (000001 to 999999)**		**1**
Payload			
6	**Vendor ID**		**SU3339**
7	**Firmware Version**		**11.0.15**
8	**Packet Type** **(NR =Normal** **EA = Emergency alert.** **TA = Tamper alert HP = Health packet IN = Ignition On** **IF = Ignition Off**		**NR**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

	BD = Main Battery disconnect (If device is disconnected from vehicle battery and running on its internal battery) **BR = Battery reconnect** **BL = Battery low (If device internal battery had fallen below a defined threshold, indicating that device need to get a recharge)** **BC = (Low battery removed Indicate that vehicle internal battery is charged again) MB (Connect back to main battery Indicate that vehicle is connected back to main battery)** **GO (– GPS box opened Message would be generated indicating GPS box opened)** **HB (Harsh Break)** **HA (Harsh Acceleration)** **RT(Rash Turning)**		
9	**Packet Status L=Live or H= History**		**L**
10	**15 Digit IMEI number**		**123456789009876**
11	**Vehicle number where the device was installed**		**DL35XX9821**
12	**GPS Fix (1 = GPS fix OR 0 = GPS invalid)**		**1**
13	**Date value (DDMMYY)**		**010123**
14	**Time in UTC format (hhmmss)**		**122315**
15	**Latitude value in decimal degrees (with minimum 6 decimal places)**		**17.5867543**
16	**Latitude Direction (For example, N=North; S=South)**		**N**
17	**Longitude value in decimal degrees (with minimum 6 decimal places)**		**78.2345676**
18	**Longitude Direction (For example, E=East; W=West)**		**W**
19	**Speed in km/h**		**40**
20	**Ignition 1= Ign On ; 0 = Ign Off**		**1**
21	**Main Power Status:** **0 = Vehicle Battery Disconnected** **1= Vehicle battery power reconnected**		**1**
22	**Emergency Status 1= 'On'; 0 = 'Off'**		**1**
23	**GSM Signal Strength Value ranging from 0 – 31**		**27**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

24	**Odometer Reading**		**25**

Example Json Data:


```
[
 {
  "Fixed Header": {
   "Header ": 50,
   "Length of the Packet": 105
  },
  "Variable Header": {
   "Topic Name Length": 20,
   "Topic Name": "its/vehicle/tracking",
   "Message ID": 1
  },
  "Payload": {
   "Vendor ID": "SU3339",
   "Firmware Version": "11.0.15",
   "Packet Type": "NR",
   "Packet Status": "L",
   "15 Digit IMEI number": "123456789009876",
   "Vehicle number ": "DL35XX9821",
   "GPS Fix": 1,
   "Date value": "010123",
   "Time in UTC format": "122315",
   "Latitude value": "17.5867543",
   "Latitude Direction": "N",
   "Longitude value": "78.2345676",
   "Longitude Direction": "W",
   "Speed": 40,
   "Ignition": 1,
   "Main Power Status": 1,
   "Emergency Status": 1,
   "GSM Signal Strength ": 27,
   "Odometer Reading": 25,
  }
 }
]
```


3.3.2 Vehicle CAN Packet

Topic Name: its/vehicle/can

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends CAN information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

1	**Header (QOS 1)**		**50**
2	**Length of the Packet**		**148**
Variable Header			
3	**Topic Name Length**		**15**
4	**Topic Name**		**its/vehicle/can**
5	**Message ID or Frame Number Sequence Number of the messages (000001 to 999999)**		**1**
Payload			
6	**Vendor ID**		**SU3339**
7	**15 Digit IMEI number**		**123456789009876**
8	**Vehicle number where the device was installed**		**DL35XX9821**
9	**GPS Fix (1 = GPS fix OR 0 = GPS invalid)**		**1**
10	**Date value (DDMMYY)**		**090823**
11	**Time in UTC format (hhmmss)**		**060807**
12	**Latitude value in decimal degrees (with minimum 6 decimal places)**		**17.2345678**
13	**Latitude Direction (For example, N=North; S=South)**		**N**
14	**Longitude value in decimal degrees (with minimum 6 decimal places)**		**78.2345675**
15	**Longitude Direction (For example, E=East; W=West)**		**E**
16	**Odometer reading (instrument cluster/CAN)**		**23**
17	**Vehicle Status**		**1**
18	**Traction Battery Data (As per AIS 038, revision 2, amendment 3)**		**44**
19	**Battery SoC (State of Charge)**		**34**
20	**Battery Voltage**		**45**
21	**Battery Current**		**54**
22	**Battery Temperature**		**45**
23	**Ambient temperature**		**35**
24	**Vehicle Speed**		**25**
25	**Acceleration**		**33**
26	**Deceleration**		**35**

Signature :-
Subject : CN= DEEPAK MITTAL, SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

27	Charging Status (it can be pushed via BMS)		1
28	Charging Start Time		1909
29	Charging End Time		2408
30	Charging Power		54
31	Charging Current		34
32	Charging Voltage		34
33	Cell/Pack temperature		38
34	Motor Current and Voltage		46
35	Motor Current and Voltage while traction		36
36	Motor Current and Voltage while regeneration		38
37	BMS error/charging fault		37
38	SoH - Battery		34
39	Health Status of BMS		1
40	Health status of PIS		1
41	Health Status of ITS		1
42	Health Status of VTS		1
43	Door open/ closed status		1
44	Driver Side		1
45	Passenger Side		1
46	Rear Left		1
47	Rear Right		1
48	Passenger saloon temperature		34
49	Motor Speed		28
50	Diagnostic Trouble Codes		22
51	Charge Discharge Cycle - Count		27
52	Distance to empty / residual range		45

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Example Json Data:


```
[
 {
  "Fixed Header": {
   "Header": 50,
   "Length of the Packet": 148
  },
  "Variable Header": {
   "Topic Name Length": 15,
   "Topic Name": "its/vehicle/can",
   "Message ID": 1
  },
  "Payload": {
   "Vendor ID": "SU3339",
   "15 Digit IMEI number": "123456789009876",
   "Vehicle number": " DL35XX9821",
   "GPS Fix": 1,
   "Date value": "090823",
   "Time in UTC format": "060807",
   "Latitude value": 17.2345678,
   "Latitude Direction": "N",
   "Longitude value ": 78.2345675,
   "Longitude Direction": "E",
   "Odometer reading": "23",
   "Vehicle Status": "1",
   "Traction Battery Data": "44",
   "Battery SoC": "34",
   "Battery Voltage": "45",
   "Battery Current": "54",
   "Battery Temperature": "45",
   "Ambient temperature": "35",
   "Vehicle Speed": "25",
   "Acceleration": "33",
   "Deceleration": "35",
   "Charging Status ": "1",
   "Charging Start Time": "1909",
   "Charging End Time": "2408",
   "Charging Power": "54",
   "Charging Current": "34",
   "Charging Voltage": "34",
   "Cell/Pack temperature": "38",
   "Motor Current and Voltage": "46",
   "Motor Current and Voltage while traction": "36",
   "Motor Current and Voltage while regeneration": "38",
   "BMS error/charging fault": "37",
   "SoH - Battery": "34",
   "Health Status of BMS": "1",
   "Health status of PIS": "1",
   "Health Status of ITS": "1",
   "Health Status of VTS": "1",
   "Door open/ closed status": "1",
   "Driver Side": "1",
```

Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

```
    "Passenger Side": "1",
    "Rear Left": "1",
    "Rear Right": "1",
    "Passenger saloon temperature": "34",
    "Motor Speed": "28",
    "Diagnostic Trouble Codes": "22",
    "Charge Discharge Cycle - Count": "27",
    "Distance to empty / residual range": "45"
  }
 }
]
```


3.3.3 Passenger Count Packet

Topic Name: its/vehicle/psgcount

Description: The PUBLISH packet is used by an MQTT client to publish a message on a specific topic on the MQTT broker. It sends Passenger Count information of the Vehicle to the Server.

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		113
Variable Header			
3	Topic Name Length		20
q	Topic Name		its/vehicle/psgcount
5	Message ID or Frame Number Sequence Number of the messages (000001 to 999999)		1
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed.		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1
10	Date value (DDMMYY)		260123
11	Time in UTC format (HHmmss)		123435
12	Latitude value in decimal degrees (with 6 decimal places)		17.8998765

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

13	**Latitude Direction (N=North; S=South)**		**N**
14	**Longitude value in decimal degrees (with 6 decimal places)**		**78.8998765**
15	**Longitude Direction (E=East; W=West)**		**N**
16	**Front Door People IN**		**23**
17	**Front Door People OUT**		**22**
18	**Back Door People IN**		**45**
19	**Back Door People OUT**		**43**
20	**Route No**		**1**
21	**Stop Name**		**CP**
22	**Source Name**		**KG Marg**
23	**Destination Name**		**ITO**

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 50,
      "Length of the Packet":113
    },
    "Variable Header": {
      "Topic Name Length": 20,
      "Topic Name": " its/vehicle/psgcount ",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": " DL35XX9821",
      "GPS Fix": 1,
      "Date value": "260123",
      "Time in UTC format": "123435",
      "Latitude value": "17.8998765",
      "Latitude Direction": "N",
      "Longitude value": "78.8998765",
      "Longitude Direction": "N",
      "Front Door People IN": 23,
      "Front Door People OUT": 22,
      "Back Door People IN": 45,
      "Back Door People OUT": 43,
      "Route No": "1",
      "Stop Name": "CP",
      "Source Name": "KG Marg",
      "Destination Name": "ITO"
```


Signature :-
Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

```
  }
 }
]
```

3.3.4 Route Start Packet

Topic Name: its/vehicle/routestart

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends Route Start information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**50**
2	**Length of the Packet**		**102**
Variable Header			
3	**Topic Name Length**		**22**
4	**Topic Name**		**its/vehicle/routestart**
5	**Message ID (Starts from 1 onwards)**		**1**
Payload			
6	**Vendor ID**		**SU3339**
7	**15 Digit IMEI number**		**123456789009876**
8	**Vehicle number where the device was installed.**		**DL35XX9821**
9	**GPS Fix (1 = GPS fix OR 0 = GPS invalid)**		**1**
10	**Date value (DDMMYY)**		**250123**
11	**Time in UTC format (HHmmss)**		**090823**
12	**Latitude value in decimal degrees (with 6 decimal places)**		**17.8989867**
13	**Latitude Direction (N=North; S=South)**		**N**
14	**Longitude value in decimal degrees (with 6 decimal places)**		**78.9089987**
15	**Longitude Direction (E=East; W=West)**		**W**
16	**Current Route ID**		**1**
17	**Source Name**		**KG Marg**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

18	**Destination Name**		**ITO**
19	**Expected Completion Time, Format=HHMM**		**1234**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 50,
      "Length of the Packet": 102
    },
    "Variable Header": {
      "Topic Name Length": 22,
      "Topic Name": " its/vehicle/routestart",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": " DL35XX9821",
      "GPS Fix": 1,
      "Date value": "250123",
      "Time in UTC format": "090823",
      "Latitude value ": 17.8989867,
      "Latitude Direction": "N",
      "Longitude value": 78.9089987,
      "Longitude Direction": "W",
      "Current Route ID": "1",
      "Source Name": "KG Marg",
      "Destination Name": "ITO",
      "Expected Completion Time": "1234"
    }
  }
]
```


3.3.5 Route End Packet

Topic Name: its/vehicle/routeend

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends Route End information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		87
Variable Header			
3	Topic Name Length		20

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

4	**Topic Name**		**its/vehicle/routeend**
5	**Message ID (Starts from 1 onwards)**		**2**
Payload			
6	**Vendor ID**		**SU3339**
7	**15 Digit IMEI number**		**123456789009876**
8	**Vehicle number where the device was installed.**		**DL35XX9821**
9	**GPS Fix (1 = GPS fix OR 0 = GPS invalid)**		**1**
10	**Date value (DDMMYY)**		**230923**
11	**Time in UTC format (HHmmss)**		**123444**
12	**Latitude value in decimal degrees (with 6 decimal places)**		**17.6767543**
13	**Latitude Direction (N=North; S=South)**		**N**
14	**Longitude value in decimal degrees (with 6 decimal places)**		**78.9876543**
15	**Longitude Direction (E=East; W=West)**		**E**
16	**Current Route ID**		**1**
17	**Current Trip no**		**1**

Example Json Data:


```
[
 {
  "Fixed Header": {
   "Header (QOS 1)": 50,
   "Length of the Packet": 87
  },
  "Variable Header": {
   "Topic Name Length": 20,
   "Topic Name": " its/vehicle/routeend ",
   "Message ID": 1
  },
  "Payload": {
   "Vendor ID": "SU3339",
   "15 Digit IMEI number": "123456789009876",
   "Vehicle number": " DL35XX9821",
   "GPS Fix": 1,
   "Date value": "230923",
   "Time in UTC format": "123444",
   "Latitude value ": 17.6767543,
   "Latitude Direction": "N",
   "Longitude value": 78.9876543,
   "Longitude Direction": "E",
```


Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

```
    "Current Route ID": "1",
    "Current Trip no": "1"
  }
 }
]
```

3.3.6 Health Packet

Topic Name: its/vehicle/health

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends Health Status information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		146
Variable Header			
3	Topic Name Length		18
4	Topic Name		its/vehicle/health
5	Message ID (Starts from 1 onwards)		1
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1
10	Date value (DDMMYY)		120923
11	Time in UTC format (hhmmss)		090800
12	Latitude value in decimal degrees (with minimum 6 decimal places)		17.9876564
13	Latitude Direction (N=North; S=South)		N
14	Longitude value in decimal degrees (with minimum 6 decimal places)		78.0976543
15	Longitude Direction (E=East; W=West)		E

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

16	primary IP Address (String)		192.XXX. XXX . XXX
17	Secondary IP Address (String)		192.XXX.XXX.XXX
18	Firmware Version (string)		11.0.15
19	Protocol Version (String)		10.0.1
20	Storage 1 status (0 Failure/1 Working)		1
21	Storage 1 memory status (0 Failure/1 Working)		1
22	Storage 2 status (0 Failure/1 Working)		1
23	Storage 2 memory status (0 Failure/1 Working)		1
24	Front Display Board status (0 failure/1 working)		1
25	Side Display Board status (0 failure/1 working)		1
26	Rear Display Board status (0 failure/1 working)		1
27	Internal Display Board status (0 failure/1 working)		1
28	Camera 1 recording status (0 Failure/1 recording)		1
29	Camera 2 recording status (0 Failure/1 recording)		1
30	Camera 3 recording status (0 Failure/1 recording)		1
31	Camera 4 recording status (0 Failure/1 recording)		1
32	Camera 5 recording status (0 Failure/1 recording)		1
33	Camera 6 recording status (0 Failure/1 recording)		1
34	Camera 7 recording status (0 Failure/1 recording)		1
35	Camera 8 recording status (0 Failure/1 recording)		1
36	Ignition status (0 Off/1 On)		1
37	Digital Input 1 status (0 Off/1 On)		1
38	Digital Input 2 status (0 Off/1 On)		1
39	Digital Input 3 status (0 Off/1 On)		1
40	Digital Input 4 status (0 Off/1 On)		1
41	Digital Output 1 status (0 Off/1 On)		1
42	Digital Output 2 status (0 Off/1 On)		1

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 50,
      "Length of the Packet": 146
    },
    "Variable Header": {
      "Topic Name Length": 18,
      "Topic Name": " its/vehicle/health ",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": "Ts10101",
      "GPS Fix": 1,
      "Date value": "120923",
      "Time in UTC format": "090800",
      "Latitude value ": 17.9876564,
      "Latitude Direction ": "N",
      "Longitude value": 78.0976543,
      "Longitude Direction": "E",
      "primary IP Address": "192.168.0.144",
      "Secondary IP Address": "192.168.0.155",
      "Firmware Version": "11.0.15",
      "Protocol Version": "10.0.1",
      "Storage 1 status": 1,
      "Storage 1 memory status": 1,
      "Storage 2 status": 1,
      "Storage 2 memory status": 1,
      "Front Display Board status": 1,
      "Side Display Board status": 1,
      "Rear Display Board status": 1,
      "Internal Display Board status": 1,
      "Camera 1 recording status": 1,
      "Camera 2 recording status": 1,
      "Camera 3 recording status": 1,
      "Camera 4 recording status": 1,
      "Camera 5 recording status": 1,
      "Camera 6 recording status": 1,
      "Camera 7 recording status": 1,
      "Camera 8 recording status": 1,
      "Ignition status": 1,
      "Digital Input 1 status": 1,
      "Digital Input 2 status ": 1,
      "Digital Input 3 status": 1,
      "Digital Input 4 status": 1,
      "Digital Output 1 status": 1,
      "Digital Output 2 status ": 1
    }
  }
]
```

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
135e4168f1b80180b35da861c5f61b5ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

3.3.7 PUBACK Packet:

Control Packet Type: 0x40 (64 in decimal)

Description: The PUBACK (Publish Acknowledgment) packet is sent by the MQTT broker in response to a PUBLISH packet with QoS level 1. It confirms that the message was received and processed by the broker.

There is no Payload for this packet.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**64**
2	**Length of the Packet**		**1**
Variable Header			
3	**Message ID**		**2**

Variable Header Contains the same message ID that was Published by the MQTT client.

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 64,
      "Length of the Packet": 1
    },
    "Variable Header": {
      "Message ID": 2
    }
  }
]
```

3.3.8 PINGREQ Packet:

Control Packet Type: 0xC0 (192 in decimal)

Description: The PINGREQ (Ping Request) packet is sent by the MQTT client to the broker to request a ping response. It helps keep the connection alive and verify that the broker is still responsive.

No variable Header and Payload.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**192**

Signature :-
Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5c4108f1280178c32d801c3961b3ce87a1ae0hi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

2	**Length of the Packet**		**0**

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 192,
      "Length of the Packet": 0
            }
  }
]
```

3.3.9 PINGRESP Packet:

Control Packet Type: 0xD0 (208 in decimal)

Description: The PINGRESP (Ping Response) packet is sent by the MQTT broker in response to a PINGREQ packet. It confirms that the broker is still alive and responsive.

No variable Header and Payload

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**208**
2	**Length of the Packet**		**0**

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 208,
      "Length of the Packet": 0
            }
  }
]
```

3.3.10 DISCONNECT Packet:

Control Packet Type: 0xE0 (224 in decimal)

Description: The DISCONNECT packet is used by an MQTT client to gracefully terminate the connection with the MQTT broker.

No variable Header and Payload

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**224**
2	**Length of the Packet**		**0**

Example Json data:

```
[
  {
    "Fixed Header": {
      "Header": 224,
      "Length of the Packet": 0
            }
  }
]
```

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17842629CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

SECTION- 6

Annexures

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

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ANNEXURE 12B- FINANCIAL QUALIFICATION REQUIREMENT (CLAUSE 9.2 E-2 ...

Signature Not Verified
Digitally signed by MITTAL DEEPAK 1852e4168f1b80 15b35d86a5f6105a e87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec391ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
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Signature :-
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APPENDIX A - PRE-BID CONFERENCE

(No registration/fee submission/separate invitation, etc. is required for the interested firms for attending the Pre-bid meeting)

The official representative of the bidder may attend the Pre-bid Conference as mentioned in this RfP, which shall take place through WebEx.

(Bidders are requested to send their queries at least 7 days prior to the schedule date of Pre-bid meeting only in the prescribed format as given below on email id provided in Section-1 of tender document:

Sr. No.	Section No. Page No. Para No/Clause No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
1	Section No. Page No. Para No/Clause No.			
2	Section No. Page No. Para No/Clause No.			
3	Section No. Page No. Para No/Clause No.			

Authorized Signatory

Sign & Stamp

Note

- The purpose of the meeting shall be to clarify any issues regarding the bid process.
- Record notes of the meeting including the text of the questions raised and responses given shall be transmitted to all the bidders who were present at the meeting. Based on that, amendment can be issued in the tender documents.
- The clarifications that could not be furnished during pre-bid conference shall be separately communicated to all the bidders.
- Non-attendance at the pre-bid meeting shall not be a cause for rejection of a Bidder(s).
- Based on the discussion in pre-bid meeting, CESL reserves the right to modify/amend the tender document.

Signature :-
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1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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Checklist

(Required to be uploaded under Envelope 1 through e-procurement portal in same sequence as mentioned below)

Annexure.	Description	Whether submitted (Yes/No)
1	Covering Letter	
2	Bid Security/Bid Bond	
3	Power of Attorney (Single Bidder)	
4	Power of Attorney (Consortium)	
5	Bidder's composition and ownership structure	
6	Authorization to Bank	
7	Consortium Agreement	
8	Letter of Consent from each Consortium Member, including Lead Member	
9	Board Resolution	
10	Proforma of Letter of Undertaking	
11	Affidavit format	
12	Financial Qualification Requirement (Networth)	
13	Financial Qualification Requirement (MAAT)	
14	Technical Qualification Requirement	
15	Bidders Undertaking and details of Equity Investment	
16	Fraud prevention policy	
17	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission	
18	Self-Declaration for testing certificate	
19	Certificate for Indigenous content	
20	Compliance for MeiTY requirement	
21	Certificate for declaring local content	
22	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"	
23	Bank Details -Attachment 09 (RTGS/NEFT)	
24	Quoted Lot declaration as per Attachment-13 of Section-6.	
25	Deviation Statement	
26	Available Capacity for Bus manufacturing and supply	

Authorized Signatory

Sign & Stamp

Signature :-
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ANNEXURE 1 - COVERING LETTER

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of the Consortium)

Date: ……

From: ……

Tel. No.: ……

Fax No.: ……

E-mail address: ……

To,
CGM (SCM)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Supply, Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE scheme.

Being duly authorized to present and act on behalf of M/s (insert name of Bidder / Consortium) (hereinafter called the "Bidder") and having read and examined in detail the Request for Proposal (RfP) document, the undersigned hereby submit our Bid with duly signed formats and Financial Bid as stipulated in RfP document for your consideration.

1. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP document and subsequent clarifications/amendments as per Clause xxx and xxxx of RfP.

2. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RfP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

3. We hereby agree and undertake to procure the products and services associated with the Project, as per the Applicable Law (details of which are provided in the RfP), and as amended from time to time.

4. We are herewith submitting legally binding board resolution for investing the total equity requirement of the Project.

5. We hereby confirm that in accordance with Clause xxxxx of the RfP, we are herewith submitting legally binding undertaking supported by a board resolution from the ……..(Insert name of Parent company/Associate , as the case may be) that all the equity investment obligations of …….. (Insert name of the Bidder) shall be deemed to be equity investment obligations of the …… (Insert name of Parent company/associate, as the case may be) and in the event of any default by…(Insert name of the Bidder), the same shall be met by ……. (Insert name of Parent company/associate, as the case may be).

[Sl. No 5 to be inserted only in case the Bidder is a Bidder / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Associate(s) and/or its Parent]

6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations stated in RfP and Concession agreement with regard to the Project.

7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the Concession Agreement. Further, in case we emerge as Selected Bidder for the Project, we shall continue to maintain compliance with Qualification Requirements till COD of the Project.

8. We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Concession Agreement, in the event of our selection as the Selected Bidder. We further undertake and agree that all such factors as mentioned in RfP have been fully examined and considered while submitting the Bid.

9. We hereby confirm that we shall abide unreservedly with CESL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the CESL's decision or its right to make such decision at any time in the future.

10. We undertake, that if our bid is selected, we shall initiate the activities required to be undertaken by the Selected Bidder immediately upon issuance of Letter of Confirmation quantity (LoCQ) to us by CESL.

11. If our bid is selected, we undertake to provide performance security as per the format specified in the Concession Agreement and comply with the other requirements of the RfP document.

12. We agree to abide by our bid proposal for a period 180 days from the Bid Due date as stipulated in the RfP document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

13. Until the concession agreement is executed between the Selected Bidder and relevant Authority, our bid, together with your written acceptance thereof in the form of your LoCQ shall constitute a binding contract between parties.

14. We understand that you are not bound to accept the lowest or any other bid you may receive.

15. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

16. We have enclosed a Bid Bond of Rupees ……. Crores (Rs. …….) only or US$..... (…….US Dollars), in the form of bank guarantee no/Insurance Surety Bond No. [Insert number of the Bank Guarantee/Insurance Surety Bond No] dated…….[Insert Date of the Bank Guarantee/ Insurance Surety Bond No] as per your proforma (Annexure-XXX) from [Insert name of bank/Insurance Company providing Bid Bond] and valid up to…….in terms of Clause xxxx of the RfP.

17. With reference to our bid proposal no……dated for…… /Package no Dated……., we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

i. Governing Laws: Clause xxx of ITB
ii. Settlement of Disputes: Clause xxx of ITB
iii. Terms of payment: Clause xxx of SCC
iv. Performance Security: Clause xxx of ITB
v. Taxes and Duties: Clause xx of ITB
vi. Completion Time Guarantee: Clause xxx of ITB

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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vii. Defects Liability: Clause xxx of ITB

viii. Functional Guarantee: Clause xx of ITB

ix. Patent Indemnity: Clause xx of ITB

x. Limitations of Liability: Clause xx of ITB

xi. Project information, Estimation, bid Assumptions and conditions for Evaluation: As per Tables in price.

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to CESL

18. We confirm that the Bid shall remain valid for a period of one eighty (180) days from the Bid Deadline.

The details of contact person are furnished as under:

Name: ……

Designation: ……

Name of the Company: ……

Address of the Bidder: ……

Phone Nos.: ……

Fax Nos.: ……

E-mail address: ……

Bid Bond

Acceptance

Thanking you,

Yours sincerely,

……..

(Name and Signature of the authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause xxxx is issued)

Name: ……

Designation: ……

Address: ……

Date: ……..

Place: ……

Company Rubber Stamp

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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ANNEXURE 2 - BID SECURITY

Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. ……

Date ……

To:

Convergence Energy Services Limited (CESL)

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir(s),

1. In accordance with invitation for bids under your RfP no……dated……..M/s……. having its registered/head office at…….(here in after called "Bidder") wish to participate in the said bid for (name of package)

2. We, the …… (Name and address of the bank), having our head office at ……. at the request of the Bidder, do hereby i irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CESL an amount of Rs. ……. (Rupees …….. only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

3. Any such written demand made by CESL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

4. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CESL is disputed by the Bidder or not, merely on the first demand from CESL stating that the amount claimed is due to CESL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the

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Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR…..…… (Rupees …….. only).

5. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between CESL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6. We, the Bank, further agree that CESL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of CESL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CESL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8. In order to give full effect to this Guarantee, CESL shall be entitled to treat the Bank as the principal debtor. CESL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to CESL, and the Bank shall not be released from its liability under these presents by any exercise by CESL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CESL or any indulgence by CESL to the said Bidder or by any change in the constitution of CESL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

11. It shall not be necessary for CESL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which CESL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings

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are taken against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of CESL in writing.

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank and such Bank Guarantee may be encashed by CESL from any branch of the Bank in Delhi (in case the Bank doesn't have a branch in Delhi then the encashment may be done at the Branch nearest to Delhi).

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… crore (Rupees ……..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if CESL serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 210 days after the Bid Due Date)].

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this …… Day of ……20……at……

Witness:

Signature:

Name:

Official address:

Authorized vide Power of Attorney no.

Date

Signature:

Name:

Designation with Bank Stamp

NOTE:

- Bid Security amount shall be as specified in the RfP.
- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be one hundred eighty days from the Bid Due Date
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up both checklist and enclose the same with the Bank Guarantee.

Signature :-
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BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

CHECK LIST

Sl. No.	Details of Checks	YES / NO
1	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
3	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
4	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
7	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of CESL in any manner)?	
8	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
9	Are the factual details such as Bid Document No. NOA/LOA/Contact No.,	
10	Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	

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Sl. No.	Details of Checks	YES / NO
11	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
12	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
13	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

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ATTACHMENT -I to ANNEXURE 2

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

- SBI AND ASSOCIATES

Sl. No.	Name of Banks	Sl. No	Name of Banks
1	State Bank of India	**5**	State Bank of Mysore
2	State Bank of Bikaner and Jaipur	**6**	State Bank of Patiala
3	State Bank of Hyderabad	**7**	State Bank of Saurashtra
4	State Bank of Indore	**8**	State Bank of Travancore

- NATIONALISED BANKS

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9	Allahabad Bank	13	Canara Bank
10	Andhra Bank	14	Central Bank of India
11	Bank of India	15	Corporation Bank
12	Bank of Maharashtra	16	Dena Bank
17	Indian Bank	18	Indian Overseas Bank
19	Oriental Bank of Commerce	20	Punjab National Bank
21	Punjab & Sind Bank	22	Syndicate Bank
23	Union Bank of India	24	United Bank of India
25	UCO Bank	26	Vijaya Bank
27	Bank of Baroda		

- SCHEDULED PRIVATE BANKS (INDIAN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
27	Bank of Rajasthan	41	Sangli Bank Ltd.
28	Bharat Overseas Bank Ltd.	42	South Indian Bank Ltd.
29	Catholic Syrian Bank	43	Tamilnad Mercantile Bank Ltd.
30	City Union Bank	44	United Western Bank Ltd.
31	Dhanalakshmi Bank	45	ING Vysya Bank Ltd.
32	Federal Bank Ltd.	46	UTI Bank Ltd.
33	Jammu & Kashmir Bank Ltd.	47	S.B.I. Commercial & International Bank Ltd.
34	Karnataka Bank Ltd.	48	Ganesh Bank of Kurundwad Ltd.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Sl. No.	Name of Banks	Sl. No.	Name of Banks
35	Karur Vysya Bank Ltd.	49	IndusInd Bank Ltd.
36	Lakshmi Vilas Bank Ltd.	50	ICICI Bank Ltd.
37	Lord Krishna Bank Ltd.	51	HDFC Bank Ltd.
38	Nainital Bank Ltd.	52	Centurion Bank of Punjab Limited
39	Kotak Mahindra Bank	53	Development Credit Bank Ltd.
40	Ratnakar Bank Ltd.	54	Yes Bank
	IDFC Bank		Axis Bank

- SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl.No.	Name of Banks
55	Abu Dhabi Commercial Bank Ltd.	71	Sonali Bank
56	ABN AMRO Bank Ltd.	72	Standard Chartered Bank
57	American Express Bank Ltd.	73	J.P Morgan Chase Bank
58	Bank of America NA	74	State Bank of Mauritius
59	Bank of Behrain & Kuwait	75	Development Bank of Singapore
60	Mashreq Bank	76	Bank of Ceylon
61	Bank of Nova Scotia	77	Bank International Indonesia
62	The Bank of Tokyo-Mitsubishi UFJ Limited.	78	Arab Bangladesh Bank
63	Calyon Bank	79	Cho Hung Bank
64	BNP Paribas	80	China Trust Bank
65	Barclays Bank	81	MIzuho Corporate Bank Ltd.
66	Citi Bank	82	Krung Thai Bank
67	Deutsche Bank	83	Antwerp Diamond Bank N.V. Belgium
68	The Hong Kong and Shanghai Banking Corporation Ltd.	84	Internationale Netherlanden Bank N.V. (ING Bank)
69	Oman International Bank	85	Bank of China Ltd.
70	Societe Generale		

- PUBLIC SECTOR BANK

Sl. No.	Name of Banks	Sl. No	Name of Banks
86	IDBI Ltd.		

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -II to ANNEXURE 2

BID SECURITY FORM (For Insurance Security Bond

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……...

To: (insert Name and Address of Employer)

WHEREAS M/s. …. (Insert name of Bidder)…… having its Registered/Head Office at ….. (Insert address of the Bidder) …….. (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '……..', under Specification No.: …….. (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the **Insurer**)* …… having its Registered/Head Office at …..…….*(insert address of registered office of the **Insurer**)*…….. (hereinafter called "**the Insurer** " which expression shall include its successors, administrators, executors and assigns), are bound unto ……*(insert name of Employer)*….. (hereinafter called "the Employer") in the sum of .....*(insert amount of Bid Security in figures & words)*..... .....…… for which payment well and truly to be made to the said Employer, the **Insurer** binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said **Insurer** this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or

(ii) To furnish the required performance security, in accordance with Conditions of the Tender.
or

(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

This guarantee will remain in full force up to and including …….. *(insert date in line with stipulations of the tender)*……., and any demand in respect thereof must reach the **Insurer** not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
3. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
4. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. **While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -III to ANNEXURE 2

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

Ref..: Forfeiture of Bid Security Amount against **Insurance Surety Bond** No. …… …… dated …… for ……..., issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for ……. as Bid Security for the bid submitted by M/s. ……*(insert name of the Bidder)* ……... against ….. *(insert name of the Package)* ……. ; Specification No. ……

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The **Insurer** is requested to remit the full guaranteed sum ……. towards proceeds of the bid security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
.....(Registered Office of the **Insurer***)....*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -III to ANNEXURE 2

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond No. …… …… dated …… for …….. valid up to …… issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this **Insurance Surety Bond** to us towards Bid Security against ….. *(insert name of the Package)* ……. ; Specification No. …….

We, ……. *(insert name of the Employer)* …….. do hereby request you to lodge our claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** No. …….. dated …….. extending its validity upto ……. is not got arranged by ……*(insert name of the Bidder)* ……... in our favour and are not received by us upto ……... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee, any other related document with reference to this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject **Insurance Surety Bond** extending the validity up to ……. is received by us by…….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ATTACHMENT -IV to ANNEXURE 2

FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No..... Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… …… dated …… for ……., issued to you on behalf of M/s. ……*(insert name of the* Contractor*)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s…… *(insert name of the* Contractor*)* …....., We ……*(insert name & address of the **Insurer**)* ……, a **Insurer** organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the **Insurer**)*…….....…… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. ……..... Dated ...……... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ....…….... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.**

**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 3 - POWER OF ATTORNEY FOR SINGLE BIDDER

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We …….(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms……(name and residential address) who is presently employed with us and holding the position of…….as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE (Bid Document No.___ dated____), including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the CESL, and providing information / responses to the CESL, representing us in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RfP.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RfP.

For [Insert name of the Bidder on whose behalf PoA is executed]

……..

(Signature)

Name: …….

Designation: …….

Accepted

……..……

(Signature of the Attorney)

Name: …….

Designation: ...……..

Address: .....

.....

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

……

(Signature of the Executant)

……..

(Signature of Notary Public)

Place: ……

Date: ……

Notes:

1. To be executed by Bidder or the Lead Member (in the case of a Bidding Consortium), as the case maybe.

2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 4 - POWER OF ATTORNEY FOR CONSORTIUM

TO BE PROVIDED BY EACH OF THE OTHER MEMBERS OF THE CONSORTIUM IN FAVOUR OF THE LEAD MEMBER

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

KNOW ALL MEN BY THESE PRESENTS THAT M/s , having its registered office at ……and M/s …….…. having its registered office at ……, (Insert names and registered offices of all Members of the Consortium), the Members of Consortium, have formed a Bidding Consortium named ……. (insert name of the Consortium) (hereinafter called the **"Consortium"**) vide Consortium Agreement dated…….……. and having agreed to appoint M/s……as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s……..……..a company incorporated under the laws of …….……and having its Registered / Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as **"Lead Member"**) which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE(Bid Document No.___ dated____),, including signing and submission of the Bid and all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the CESL, and providing information / responses to the CESL, representing us and the Consortium in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RfP.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of Concession Agreement, through its SPV.

We, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RfP.

IN WITNESS WHEREOF M/s_____, as the Member of the Consortium have executed these presents on this……. day of ……

For and on behalf of Consortium Member

……

(Signature of the Authorized Signatory)

Name: ……

Designation: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Place: ……

Name: ……

Designation: ……

Place: ……

Accepted

Specimen signatures of attorney attested

……

(Signature)

……

(Signature of Notary Public) ……

(Name, Designation and Address

of the Attorney)

Place: …… Date: ……..

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure.

2. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 5 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE

1. Corporate Details: Please provide the following information for the Bidder. If the Bidder is a Consortium, please provide this information for each Member including the Lead Member:

a) **Company's Name, Address, and Nationality:**

Name: ……

Address: ……

……

Website Address: ……

Country of Origin: ……

b) **Year Organized**: ……

c) **Company's Business Activities**: ……

d) **Status as a Bidder**:

i. Bidder

ii. Lead Member of the Bidding Consortium

iii. Member of the Bidding Consortium

Note: tick the applicable serial number

e) **Company's Local Address in India (if applicable):**

……

……

……

f) **Name of the Authorized Signatory**: .....

g) **Telephone Number**: ……

h) **Email Address**: ……

i) **Telefax Number**: ……

j) Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as Attachment - 1 for Bidder / each Member of Consortium including Lead Member.

ii. Authority letter (as per format for authorization given below in Annexure 6) in favor of CESL from the Bidder/every Member of the Consortium authorizing CESL to seek reference from their respective bankers & others as Annexure - 6 as per Clause xxx of the RfP.

2. Details of Ownership Structure:

Equity holding of Bidder/ each Member of Bidding Consortium including Lead Member owning 10% or more of total paid up equity.

Name of the Bidder / Consortium Member: ……Status of equity holding as on ……

Name of the Equity Holder	**Type and No. of Shares owned**	**Extent of Voting Control (%)**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Notes:

i. The above table is to be filled in separately for each Consortium Member.

ii. Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder / Lead Member of the Bidding Consortium

M/s…….

……..

(Signature of authorized representative)

Name: ……

Designation: ……

……..

(Stamp)

Date: ……

Place: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 6 - FORMAT FOR AUTHORISATION

(In case of Consortium, to be given separately by each Member)

((To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)
and duly attested by notary public)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by CESL to verify our Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s……. (Insert Name of Bidder or Member of the Consortium)

.....
(Signature)

Name of Authorized Signatory: ……..

(Signature and Name of the authorized signatory of the Company)

Place: ……
Date: ……

……..
(Company rubber stamp/seal)

……
(Signature of Notary Public)

Place: ……
Date: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 7 - FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

THIS CONSORTIUM AGREEMENT executed on this..... day of two thousand..... between M/s....., a company incorporated under the laws of ..... and having its Registered Office at.....(hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s……a Company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, executing the Project (in case of award) and entering into other Agreement(s) as specified in the RfP (hereinafter referred to as "Agreements") as may be entered into with the CESL and Authority.

WHEREAS, the CESL had invited Bid in response to RfP issued to……..(insert the name of purchaser of RfP) for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE.

AND WHEREAS, Clause 8.2 of the RfP document stipulates that the Bidders qualifying on the strength of a Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RfP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 8.2 of the RfP document also stipulates that the Consortium shall provide along with the Bid, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the selected bidder by the CESL, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of ……., ..., ..., ... (the names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.

3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the SPV" shall be in the following proportion: (if applicable)

Name	**Percentage of equity holding in the Project**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Party 1	…….
……	…….
Party n	…….
Total	**100%**

[Note: The percentage equity holding for any Consortium Member in the Project cannot be zero in the above table]

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.

7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Attachment - I to this Consortium Agreement, forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.

12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

13. It is hereby agreed that the Lead Member shall furnish the bid security, on behalf of the Consortium Members.

14. It is hereby agreed that in case of selection of Consortium as the Selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the Performance security in favor of the Authority, as stipulated in the RfP and Concession Agreement.

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RfP Document and shall remain valid till the execution of the Concession Agreement, unless expressly agreed to the contrary by the CESL.

16. It is hereby agreed that in case of selection of Consortium as the Selected bidder, the members of the Consortium shall form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project.

17. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP and for the purposes of the Project.

18. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of the CESL.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

THIS CONSORTIUM AGREEMENT:

a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;

b) may not be amended or modified except in writing signed by each of the parties and with prior written consent of the CESL.

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For and on behalf of Consortium Member 1 (Party 1)

M/s…….

.....

(Signature of authorized signatory)

Name: …….

Designation: .....…….

Place: ……..

Date: ……

For and on behalf of Consortium Member 2 (Party 2)

M/s…….

.....

(Signature of authorized signatory)

Name: ……

Designation: ……

Place: …….

Date: ……...

Attested:

……..

(Signature) (Notary Public)

Place: …….

Date: …….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Attachment - 1 to the Consortium Agreement

Name of the Consortium Member	**Responsibilities under the Consortium Agreement**
M/s …… (Party 1)	
M/s ……	
M/s …… (Party n)	

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 8 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

(On the letter head of each Member of the Consortium including Lead Member)

Date: ……

From: ……

Tel. No.: ……

Fax No.: …… E-mail address: ……...

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg
New Delhi – 110001

Dear Sir,

Sub: xxxxxxxxx

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the document for "Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE". We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by (Insert name of the Lead Member) in response to the RfP document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest……. % of the total equity requirement for the Project as per the terms of the Consortium Agreement dated …… and board resolution for such investment commitment is enclosed herewith.

We hereby confirm that in accordance with Clause xxx of the RfP, we are enclosing a legally binding board resolution from the (Insert name of Parent Company/Associate, as the case may be) that all the equity investment obligations of (Insert name of the Member) shall be deemed to be equity investment obligations of the …… (Insert name of Parent Company/Associate, as the case may be) and in the event of any default by…(Insert name of the Member), the same shall be met by……. (Insert name of Parent company/Associate, as the case may be). [Insert if applicable]

[To be inserted by the Lead Member only] We are also enclosing legally binding board resolution for the total equity requirement of the Project in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated [Bidder to insert date of Consortium Agreement].

The details of contact person are furnished as under:

Name: …….

Designation: ……..

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Name of the Company: …….

Address: …….

Phone Nos.: …….

Fax Nos.: …….

E-mail address: …….

Dated the ……. day of of 20…

Thanking you, Yours faithfully,

……

(Signature)

Name: ……..

Designation: ……..

(Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal)

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 9 - FORMATS FOR BOARD RESOLUTION

Format 1

Format of the Board resolution for the Bidder / each Member of the Consortium / Associate / Parent Company, where applicable

[Note: The following resolution needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of…….% (……per cent) of the total investment required for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE scheme (the "**Project**").

[Note: Equity investment obligations by the Bidder/each Member of the Bidding Consortium/investing Associate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the above-board resolution also needs to be passed by all Members of the Bidding Consortium]

[Note: The following resolution no. 4 is to be provided by the Bidder / Lead Member of the Consortium only]

FURTHER RESOLVED THAT MR/MS ……..be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed.

[Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidder or the Lead Member of Consortium.

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidder, each Member of the Bidding Consortium.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Format 2

Format for the Board resolution of Parent company/Associate (in case experience of such entity has been utilized by the Bidder or Bidding Consortium for fulfilling the qualification criteria)

The Board, after discussion, at the duly convened Meeting on [Insert date], with

the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the CESL, in the format specified in the RFP issued by the CESL, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest …….percent (.... %) of the total equity share capital of Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE scheme (the "**Project**") representing the entire amount proposed to be invested by [insert the name of the Bidder or Member] for the said Project, in case of failure of [Insert the name of the Bidder or Member] to make such investment".

FURTHER RESOLVED THAT___,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the CESL through …….[Insert name of Bidder/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Note:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidder or Lead Member of the Consortium.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 10 - FORMAT FOR LETTER OF UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

[To be executed by the Parent Company/Associate Supported by Board Resolution* and submitted by the Bidder along with the Bid, in case Bidder is relying on the strength of its Parent Company/Associate for meeting the stipulated Financial/Technical Qualification]

Ref.: NIT/Bid Document No.:

Our Reference No ..... Date: .....

Bidder's Name and Address:

To,
CGM (SCM)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

1. We, M/s (Name of the Parent Company/Associate) declare that we are the parent company/associate of M/s (Name of the Bidder) and have controlling interest therein. M/s..... (Name of the Bidder) proposes to submit the bid for the Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of xxxx Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE under RfP reference no..... dated. and have sought strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 9 of the RfP and its subsequent amendment.

2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said Project to M/s …….. (Name of the Bidder), for the execution of the Project, in case they are notified as the Selected Bidder under the provisions of the RfP. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Agreement including the Performance Security as well as other obligations of M/s (Name of the Bidder).

3. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire Agreement and/or till it is discharged by CESL.

4. We are herewith enclosing a copy of the Board Resolution* in support of this undertaking.

Witness:

Yours faithfully,

(1) .....

(Signature of Authorized Signatory) on behalf of the Parent Company/Associate

Name &Designation .....

(Seal of Holding Company)

***Note:** *Bidder may strike off point no. 4 above, if board meeting could not be scheduled before bid submission date. The undertaking may be signed by either the Chairman of the Board or any other authorized person(s) who is authorized by the Board to act on behalf of the Company for PM E-DRIVE Tender for the Parent Company/ Associate.*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 11 – FORMAT FOR AFFIDAVIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

We [including any of our Parent company, Associate and Consortium Member], hereby declare that as on Bid Due Date:

a. the Bidder & any of its Associate including any Consortium Member, their directors or key personnel have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, or by any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

b. the Bidder & any of its Associate including any Consortium Member & any of its Associate or their directors have not been convicted of any offence in India or abroad.

c. We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Associate or Parent] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Associate.

d. We further undertake to inform the CESL of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

e. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoCQ / concession agreement (if executed) would stand rejected / recalled / terminated, as the case may be.

…….

Signature and Name of the authorized signatory of the Bidder / Lead Member of the Bidding Consortium

…….. (Signature of Notary Public)

Place: ……

Date: ……

Note: In case any investigation is pending against the Applicant, including any Consortium Member or Associate, or CEO or any of the directors/ manager/key managerial personnel of the Applicant /Consortium /Member or their Associate, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 12A- FINANCIAL QUALIFICATION REQUIREMENT (Clause 9.2 D-2 of the RfP)

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE.

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Net worth of Rs____Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts as provided in Clause 9.2 of the RfP, as on the last day of the preceding Financial year. Also, the Net worth has not eroded by more than 30% (thirty percent) in the last three financial years.

Name of Bidder/Parent company/Associate	**Relationship with Bidder***	**Financial Year**	**Net worth (Rs. Crore)****
Total Net worth			

* The column for "Relationship with Bidder" is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.

**The net worth of last 3 years to be provided in the table.

Yours faithfully

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8[illegible]733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

……

(Signature and name of the authorized signatory of the Bidder and Stamp)

Name : …….

Date : …….

Place : …….

……

(Signature and Stamp of statutory Auditors of Bidder)

Name : …….

Date : …….

Place : …….

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Net worth of last three (3) financial years duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. In case Bidder takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder and their respective Parent / Associate.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=3bd8217733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)

(to be provided cumulatively in case bid is being submitted for more than one lot)

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric BusFes and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE.

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Minimum Average Annual Turnover (MAAT) INR____Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 9.2 of the RfP.

Name of Bidder/Parent company/ Associate/ Consortium Member(s)	**Share-holding % in the consortium**	**Relationship with Bidder***	**Financial Year**	**Total MAAT (Rs. Crore)****	**MAAT contribution utilized for the purpose of this Bid*****	**Cumulative MAAT requirement for the Lots under the Bid^**
Total MAAT (Average of 3 years)						

* The column for "Relationship with Bidder" is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.

** The MAAT of last three financial years to be provided.

*** The MAAT of the Individual Bidder/ Consortium Members will be evaluated cumulatively in case

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=3d8f8733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

of multiple Bid being submitted by the Bidder. In case of shortfall in financial capacity of any Member as per the above declaration, the Bids will be evaluated as per provision 9.3 of the RfP.

^ To be filled by the Bidder by cumulating the MAAT requirement of all the Lots for which the Bid is being submitted by the Bidder.

Yours faithfully

……

(Signature and name of the authorized signatory of the Bidder and Stamp)

Name : …….

Date : …….

Place : …….

……

(Signature and Stamp of statutory Auditors of Bidder)

Name : …….

Date : …….

Place : …….

Notes:

1. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
2. In case Bidder takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder and their respective Parent / Associate.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=3bd8827733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 12B- FINANCIAL QUALIFICATION REQUIREMENT (Clause 9.2 E-2 of the RfP)

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE.

1. [Note: Applicable in case of Bidder/Lead member of consortium duly certified by statutory auditor of Bidder/Lead member]

We certify that the (Name of Bidder/Parent Company/Associate had a Net worth of INR____computed as per provisions of the RfP based on unconsolidated audited annual accounts (refer Note-2 below), as provided in Clause 9.2 of the RfP.

Name of Bidder/Parent company/ Associate/ Consortium Member	**Share-holding % in the consortium**	**Relationship with Bidder***	**Financial Year**	**Total Net worth (Rs. Crore)****	**Net worth contribution utilized for the purpose of this Bid*****	**Cumulative Net worth requirement for the Lots under the Bid^**
Total Net worth						

* The column for "Relationship with Bidder" is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.

**The net worth of last financial year to be provided.

*** The Net worth of the Individual Bidder/ Consortium Members will be evaluated cumulatively in

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=3d8f8...733413307cdcc1b5181cf4f0...
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

case of multiple Bid being submitted by the Bidder. In case of shortfall in financial capacity of any Member as per the above declaration, the Bids will be evaluated as per provision 9.3 of the RfP.

^ To be filled by the Bidder by cumulating the Net worth requirement of all the Lots for which the Bid is being submitted by the Bidder.

2. [Note: Applicable in case of Consortium duly certified by statutory auditor each Consortium member other than Lead member] We certify that the (Name of consortium members other than Lead Member) had a positive Net worth computed as per instructions in the RfP and based on unconsolidated audited annual accounts (refer Note-2 below) as provided in Clause 9.2 of the RfP.

Name of Consortium Member	**Equity Commitment in the Project (%)**	**Financial Year**	**Net worth of Member (Rs. Crore)***	**Whether the Member meets the Net worth Requirement**
1	2	3	4	5
1. ……				Yes / No
2. ……				Yes / No
Total Net worth for financial requirement				

The above certificate is to be provided separately by each Member of the Consortium

*The net worth of last financial year to be provided in the table

Yours faithfully

……

(Signature and name of the authorized signatory of the Bidder/each member of the Consortium and Stamp)

Name : …….

Place : …….

……

(Signature and Stamp of statutory Auditors of Bidder / each Member of Consortium)

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=3d8f8733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Name : …….

Date : …….

Place : …….

Notes:

1. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
2. In case Bidder or a Member of Consortium takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Associate.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8f8733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 13 - Details of Eligible Projects

Item	Particulars of the Project
Title & nature of the project	
Category	
Year-wise (a) payments received/ made for construction, (b) payments made for development of Eligible Projects and/ or (c) revenues appropriated	
Entity for which the project was constructed/ developed	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	

Signature of Authorised Signatory of Bidder/Member of Consortium

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=3d8f8f733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 14A - FORMAT FOR TECHNICAL QUALIFICATION CRITERIA

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE.

We certify that M/s. …….. (Insert name of Bidder) meets the technical qualification criteria stipulated in clause 9 of the RfP, which is as follows:

1. Manufactured and supplied Electric Buses in the past period commencing from 01st April of the previous financial year till Bid Due Date

2. Manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year.

3. Annual capacity to manufacture and supply at least 500 Buses prior to the Bid Due Date.

Notes:

License of manufacturing buses: Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery to be provided as supporting documents.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 14B - FORMAT FOR TECHNICAL QUALIFICATION CRITERIA

Applicant type [#]	**Name of the Eligible Project**	**Experience**[¥] (Equivalent Rs. crore)[$$]			**Total**
		Payments made/ received for construction of Eligible Projects	Payments made for development of Eligible Projects	Revenues appropriated from Eligible Projects	
Single Bidder/Lead Member					
Consortium Member 1					

(Signature and Stamp of statutory Auditors of Bidder / each Member of Consortium)

Name : …….

Date : …….

Place : …….

Note:

Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate. Further, kindly note that any project used for a Bid may not be used again for any other separate Bid.

[#] *An Applicant consisting of a single entity should fill in details as per the row titled Single Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the relevant rows are to be used. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate is to be provided. Add more rows if necessary.*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 15 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidder / each Member of the Bidding Consortium including Lead Member if credentials of Parent and / or Associates have been used by them]

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE.

We certify that M/s. ……. (insert name of the Bidder / Consortium Members) have considered the technical and financial capability of its Parent and / or Associate, for the purpose of meeting Qualification Requirements as per the instructions provided in the RfP. The name of Parent and / or Associate, nature of relationship(s) with such Parent and / or Associate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidder / Consortium Member (Parent / Associate)	Details of equity shareholding (refer notes below)
Company 1			
…….			
…….			
…….			
……..			

NOTES:

i. In case of Parent, the equity holding of the Parent in the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.

ii. In case of Associate under direct control of Bidder, the equity holding of the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Associate, needs to be specified.

iii. In case of Associate under common control of Parent, the equity holding of the Parent in the

Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Associate of the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.

iv. Relationship of Parent / Associate with Bidder / Member of Consortium to be on the date which falls within 7 days prior to the Bid Due Date

Yours faithfully

……

(Signature and name of the authorized signatory of the Company and stamp)

Name: ……

Date: ……

Place: ……

……

(Signature and Stamp of statutory Auditors of Bidder / each Member of Bidding Consortium)

Name: ……..

Date: ……..

Place: ……..

Date: ……..

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 16 - FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

(On the letter head)

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Sub: Letter of Acceptance of CESL Fraud Policy Ref: NIT/BID Document No.:-

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of CESL and undertake that we along with our associate/ suppliers/sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of CESL as well as the relevant provisions of RfP.

Thanking You,

Yours faithfully,

Signature …… Printed Name ……..
Designation…… Common Seal …….

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE https://eeslindia.org/en/eesl-policies/

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 17 - NO BLACKLISTING CERTIFICATE

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted
(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

[All Consortium Members should provide in case Bidder is a Consortium]

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 (not barred by Government of India (GoI)/ any state government/ any other entity of Central or State Govts or blacklisted by any State Government or Central Government / Department / Local Government Agency in India from participating in Project/s, either individually or as member of a Consortium.

We further confirm that we are aware that our Bid for the Project would be summarily rejected and appropriate action as per terms and conditions of RfP 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 this ..... Day of ……. (Year).

Signature of bidder with stamp & Address

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 18 - SELF-DECLARATION FOR TESTING CERTIFICATE

(to be signed and submitted by bidder or a member of consortium)

(To be submitted on Bidder's letter head)

To,

CGM (SCM)

Convergence Energy Services Limited

9th Floor, Jeevan Prakash Building,
25, KG Marg
New Delhi – 110001

Sub: For providing testing certificate at the time of delivery

Ref: NIT/BID Document No.:

Dear Sir/Madam,

We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of Bidder) will provide the bus type approval certificate (CMVR certificate), homologation certificate for the Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE on or before prototype bus inspection.

Thanking You.

Yours faithfully,

Signature Printed Name-

Designation-

Common Seal.....

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 19 - CERTFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT

(to be signed and submitted by bidder or a member of consortium)

(To be submitted on Bidder's letter head)

To,

CGM(SCM)

Convergence Energy Services Limited

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Sub: DECLARATION OF INDIGENIZATION REQUIREMENT

Ref: NIT/Bid Document No: .....

Dear Sir/Madam,

This is to certify that products offered for the Project (RfP Ref. _____) by M/s. (name of Bidder), are in compliance with the following requirement and the bidder shall strictly abide by all provisions of the subject notification and details mentioned below.

1. As per Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and *Operational Guidelines for PM E-DRIVE Scheme*. or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable.

2. Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable.

Thanking You,

Yours faithfully,

Signature (Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

……

Printed Name……. Seal……

UDIN No …… Date…….

Place……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 20 - CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION

(to be signed and submitted by bidder or a member of consortium)

(To be submitted on Bidder's letter head)

To,

CGM(SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Sub: Compliance of MeitY notification vide File No. 1(10)/2017−CLES dt. 02.07.18

NIT/Bid Document No :

Dear Sir/Madam,

This is to certify that the products/items being offered/ under the Project (RfP Ref. _____) by M/s (Name of the Bidder) meet the definition of domestically manufactured/produced Cyber Security Products as per Para 4 of MeitY notification vide File no. 1(10)/2017−CLES dt. 02.07.18 and the _____ (name of OEM) shall strictly abide by all provisions of the subject notification.

Thanking You,

Yours faithfully,

Date: ……. Place: ……

Signature (Chartered Accountant)

…….....

Printed Name…….

Seal…… UDIN No: ……..

P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically manufactured/produced Cyber Security Products, the same shall be refereed to STQC, an attached office of MeitY

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 21 - CERTFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head of Bidder]

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg
New Delhi – 110001

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order – reg.

Ref: NIT/Bid Document No: ……

Dear Sir/Madam,

This is to certify that following is the local content percentage ……. being offered under the Project (RfP No. _____) by M/s (Name of Bidder) are in compliance with Government of India Guidelines for Make in India, domestically manufactured products, Atmanirbhar Bharat and circulars. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II)-Part(4) (Vol.II) date: 19th July. 2024, or any latest revision issued from time to time.

Sr. No	Item/s	Percentage of Local Content
1	_____	

Thanking You,

Yours faithfully,

Signature (Chartered Accountant/ Certified Cost Auditor – As applicable)

……

Printed Name……. Seal……

UDIN No …… Date…….

Place……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 22 - COMPLIANCE FOR LAND BORDER RESTRICTIONS

Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"

(To be submitted on Bidder's Letter Head)

To,

CGM (SCM)

Convergence Energy Services Limited

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

I have read and understood the provisions of order no. F.7/10/2021-PPD (1) Dated 23.02.2023 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "DoE Order''].

AND

I have read and understood the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

AND

I certify that this bidder is not from such a country or, if from such a country, has been registered as per provisions of the requisite Order/Circular/Document with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such contractor is registered with Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

AND

I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. I certify that this Bidder does not have any ToT arrangement registration with competent authority OR " I have read the clause regarding restriction on procurement from a Bidder having transfer of Technology (ToT) arrangement. I certify that this Bidder has valid registration to participate in this procurement."

AND

"I certify that the …..(product/service)" for supplied, installed, commissioned under this procurement would not be from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that the……(product/services)" for ----------supplied under this procurement fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

AND

I further declare that any misrepresentation or submission of false/forged document/information in this

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0 [illegible], ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7c6bf9e36e31e783c1bbf2195d258477ba122d8a7d0285ec391ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

regard shall be dealt with as per the provisions of RfP Documents and/or CESL's policy and procedures.

Date: Seal of Organization & Signature

Place: of Authorized Applicant

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 23 - REAL TIME GROSS SETTELMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANASFER (NEFT)

From: M/s

Subject: RTGS/NEFT Payments

We are agreeing to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GST No. of the supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker
with Seal

Signature of supplier
with Stamp & Address

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 24 - DECLARATION FOR QUOTED LOTS BY THE BIDDER

(to be submitted on the letterhead of the Bidder)

RfP Ref : ……

Description: "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE

To,

CGM (SCM)

Convergence Energy Services Limited.

9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Subject: Declaration for the Quoted Lots by bidder in the Tender

With reference to RfP Ref:_____, I/we hereby declare that I/we, have quoted for the following Lots for the above-referred Tender.

The Lot-wise details are as follows:

Sr. No.	**Lot No.**	**No. of buses**	**Participated (Yes or NO)**	**Techno-Financial qualification criteria met (D-1 and D-2) or (E-1 and E-2)** ***Bidder to mention the qualification criteria met i.e. either (D-1 and D-2) or (E-1 and E-2) as per Clause 9.1 of RfP***
1	Hyderabad (Lot 1)	1085		
2	Hyderabad (Lot 2)	915		
3	Surat (Lot 3)	600		
4	Ahmedabad (Lot 4)	1000		
5	Delhi (Lot 5)	2500		
6	Delhi (Lot 6)	300		
7	Bengaluru (Lot 7)	3500		
8	Bengaluru (Lot 8)	1000		

Signature of Bidder with stamp & Address

Note:

1. The bidder must mandatorily submit the declaration as above.
2. The bid shall be evaluated based on this declaration only. The Lot wise details of the above

Digitally signed by DEEPAK MITTAL
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133 07cdcc1b5181cf4f0 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

table vary from the format in the e-price bid appearing in the portal. It is the responsibility of the bidder to check the correctness of the declaration form vis-à-vis submitted price bid.

3. Your declared lot(s) in the declaration format should match your response in the e-price bid. In case of any contradiction between the two, the declaration in the above table will prevail.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

ANNEXURE 25 –NO DEVIATION STATEMENT

(Please note that this is NIL deviation bid. Any deviation in the bid is not acceptable and may lead to rejection of the bid submitted by the bidder. Bidder to fill NIL in this form).

NAME OF WORK:.....

BIDDING DOCUMENT NO.....

Name and Address:

To,

CGM (CONTRACTS)

Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir,

The following are the deviations and variations from exceptions to the terms, conditions andspecification of the bidding documents for IFB/RfP No . These deviations and variationsare exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered,shall not be given effect to:

	Section/Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
A.				COMMERCIAL DEVIATIONS: - NIL -	
B.				TECHNICAL DEVIATIONS:NIL	

Date:

Place:

(Signature)…….

(Printed Name)……..

(Designation)

Signature :- DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0...
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39...
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

(Common Seal) .....

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

Annexure 26: Certificate of Available Production Capacity

(To be submitted by OEM on their letter head)

To,
CGM (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, Kasturba Gandhi Marg,
New Delhi – 110001

Bidder to use his own format for Certificate Regarding Available Annual Production Capacity by Practicing Chartered Accountant (CA) with UDIN, Indicating the following:

(a) Month wise Manufacturing Capacity for next 2 years (in Nos.) for Electric Buses, along with name & address of manufacturing plant(s).

(b) Month wise Commitment for supply of Electric Buses under other contracts of the Bidder for next 2 years (Month wise)

(c) Available capacity for the next 2 years (Month wise) for Electric Buses

Note: The month wise capacity will be considered from Bid due date.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Project/ RfP : Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE Scheme
Reference : NIT/Bid Document No.: CESL/06/2025-26/PM E-Drive/252606004 Dated: 27.06.2025
Subject : Pre-bid queries
Bidder name : Transvolt Mobility Private Limited

Sl.	Section no.	Page no	Para / Clause	Provisions in RFP	Queries / Clarification of the Bidder	CESL Comment
1	Section 2 (ITB)	24 of 32	5.2.1 Quantity variation	CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of Contract. Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract.	(a) There should not be any downward revision of the quantity after the bids are submitted. (b) Upward revision shall be subject to consent of the Bidder (c) Quantity variation (upward revision) shall be undertaken within 1 Month of issuance of LOCQ & Before the signing of Bus Operators Agreement with the	Section 4 shall prevail
2	Section 4: Request for Proposal	7 – 8	2. Background : Demand incentive under the scheme	Table 2: Milestones for release of payments for e-buses	The payment of subsidy to be subjected to Payment Security Mechanism as provided in the Provision 22.2 (Section 4: Volume 2 – Concession Agreement). To ensure timely disbursements of Subsidy Amount, this should be treated as part of PSM mechanism and any delays should be treated as per the provisions of PSM with an active	No Change, As per RfP
3	Section 4: Request for Proposal	9	2. Background : Demand incentive under the scheme	Bank Guarantee: Advance BG for the release of Subsidy amount	The requirement of the advance BG to be removed; The Authority will have a Performance BG under the agreement/contract and the same should be considered for coverage the subsidy. The benefits of any Subsidy amount are provisioned for by the OEMs/Bidders in the PKM rate at the time of bidding and STUs are the ultimate beneficiaries of the same as they get a proportionate lesser PKM rate. Asking for additional BGs for release of subsidy amount only forces Bidders to park their equity capital with the financial institutions for more than six years, which would be better utilized for smooth deployment of buses for this or future projects bidding.	No Change, As per RfP
4	Section 4: Request for Proposal	17 – 22	9. Eligibility criteria	Various; Table 1 & 2 for D1, D2, E1, E2 routes	D2 is mentioned as Technical Qualification whereas it is financials qualification criteria and E1 is mentioned as Financial Qualification whereas it is to be referred for Technical Qualification. This seems to be some typographical error and clarification may be provided.	Amended
5	Section 4: Request for Proposal	17 – 22	9. Eligibility criteria under E1	Financial and Technical Qualification criteria under Infrastructure Route (E1, E2)	(a) The Turnover criteria (Technical Qualification) along with the Net Worth is very high.	No Change, As per RfP
					(b) The Net Worth requirement should be reduced to Rs 10 Lacs per Bus for E1 (currently at Rs. 2.5 Cr to Rs 3 Cr)	

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

6	Section 4: Request for Proposal	17	9.2 Eligibility Criteria	The bidders should be in existence at least from the last 3 years from the date of issuance of NIT.	The provision/requirement of 3-years may be reduced to ONE YEAR to provide opportunities for new companies to bid, including start-ups with necessary funding and qualifications. The Companies along with its partners to qualify as per the stated qualification criteria.	No Change, As per RfP
7	Section 4: Request for Proposal	25	12.2 (1) – Bidding condition	Each City shall have only one Selected Bidder	City with more than 600 Bus requirement should have a "Spilt Clause" wherein the bid quantity is to be shared with 3 bidders in equal quantities. The L2 &L3 bidders to match the L1 bidder price and be eligible for implementing the project as a Preferred Bidder.	Amended
8	Section 4: Request for Proposal	25	12.2 (2) – Bidding condition	The Bidder may participate in the Bid for any number of Cities. It is mandatory for the bidder to bid for all type of buses in the city in which bidder is bidding for.	Bidders should be allowed to bid separately for 9M buses and 12M buses.	Amended
9	Section 4: Request for Proposal	34	24. Indigenization Requirement	Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE)	Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE	No Change, As per RfP
				Scheme and Operational Guidelines for PM E-DRIVE Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable. Bidder should also comply Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable. Bidder should also comply to PM E-DRIVE Scheme notification and guidelines or as updated/applicable from time to time	Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) **as applicable on 30days prior to the date of submission of the Bid.** Expecting Bidders to meet future requirements/guidelines yet to be issued puts the Bidders at unforeseen and unbridled risks as any case of OEM not complying with future notification will jeopardize the entire project.	
10	Section 4: Request for Proposal	38	Annexure C: Depot details	Status of various depots across 5 cities	(a) Except Ahmedabad, the status of electricity upstream connection is not available. (b) While an overall timeline is provided in section 21.4 (page 33, Section 4), detailed timeline is required.	Amended

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
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PB : deepak.mittal(Deepak Mittal)
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	Section 4: Volume 2 – Concession Agreement	108	16.7 Advertising on Buses and Maintenance Depots	Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot.." The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	The Operator to have the right to display the advertisement on the Buses and at the Depot subject to applicable laws. The Operator shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	No Change, As per RfP
11	Section 4: Volume 2 – Concession Agreement	132	22.2.5 – PM e-Bus Sewa Payment Security Mechanism	This Concession Agreement is covered under the PM-eBus Sewa-Payment Security Mechanism (PSM) scheme. The PM-eBus Sewa-Payment Security Mechanism (PSM) scheme Guidelines & Standard Operating Procedure (SOPs) will be applicable for the payment of fee under the Concession Agreement. The Authority should ensure that any funds received under PM-eBus Sewa-Payment Security Mechanism (PSM) scheme in the Escrow Account should be immediately released to the Operator without any interventions/ conditions	The Standard Operating Procedure (SOPs) may be made available to the Bidders to evaluate the process and assess the risk & its mitigation through PSM.	Please refer to: https://heavyindustries.gov.in/pm-ebus-sewa-psm-gazette-notification-and-scheme-guidelines
12	Section 4: Volume 2 – Concession Agreement	133	22.5 Electricity Cost	The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT	The Operator to have flexibility to obtain electricity from Renewable sources using the provisions of the Electricity Act.	Amended
				level metering dedicated for the operator….. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2.	The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2., In the event, the Bidder opts for use of electricity from RE sources through Open Access, the Bidders will not be entitled to any increase in electricity cost unless the actual electricity cost per unit cost exceeds the unit cost (from	
13	Section 4: Volume 2 – Concession Agreement	141	26.1.1 Audited Accounts	……The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of its accounting year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement…..	The requirement of 90 days may be deleted when the Bidder is not a listed entity, and are not administered by SEBI guidelines.	Amended
14	Section 4: Volume 2 – Concession Agreement	196	Definition of Debt Due	……. provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost. (last line of the paragraph)	Capping of 70% of the Total Project Cost is to be removed. The D:E ration should be left to the bidders and its lenders to decide and the contract needs to protect the lenders for the loans & advances provided to the SPV for the Project.	No Change, As per RfP

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Sl. No.	Section No.	Page No.	Para No. / Clause No.	Description as per RFP	Queries / Clarification of the Bidder	CESL Comment
15	Section 3	30	5.2.1 Quantity Variation	CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of	The quantity variation clause must be exercised by City within 1 year from the issuance of LOCQ. No downward variation as well.	Section 4 shall prevail
16	Section 3	31	5.4 Letter of intent / Letter of award	The bidder shall return duplicate copy of the LOA/contract and the other enclosed documents duly signed as a token of acknowledgement, within 10 days from the date of	Bidder shall only accept the LOA if the respective state has signed direct debit mandate required for Payment Security Mechanism	Section 4 shall prevail
17	Section 3	69	Clause 5.5.9	The Operator shall be solely responsible for employing all necessary competent manpower, personnel, labour, etc., required for implementation of the Project. The Operator shall also exclusively supervise and control such manpower. The Authority shall not be involved in	Operator's role as principal employer will absolve the Authority from all legal obligations even if the manpower is deployed at Authority's premises or project locations.	Section 4 shall prevail
18	Section 4	101	2. Background	Milestone for release of Payment of E Buses	Authority to pay interest of SBI 12 month MCLR + 1% in case of delay in release of payment towards demand incentive	NO change, As per RfP
19	Section 4	109	8.3 - Project Imlementing Entity	a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be **an immediate subsidiary** of the Selected Bidder, without any	a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct or **indirect** shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be **direct of indirect subsidiary** of the Selected Bidder, without any intermediaries involved	NO change, As per RfP
20	Section 4	110	Eligibility Criteria	The bidders should be in existence at least from the last 3 years from the date of issuance of NIT.	We request to remove this clause, as bidder might be in existence for 3 years but may intend to bid through a new subsidiary implemented for the specific	No change, As per RfP
21	Section 4	115	Qualification Criteria	Table 1 & 2 for D1/D2/E1/E2 route	D2 is mentioned as Technical Qualification whereas it is Financials Qualification criteria and E1 is mentioned as Financials Qualification whereas same is technical Qualification criteria. Request you to clarify the same.	Amended
22	Section 4	115	Qualification Criteria	Table 1 & 2 for D1/D2/E1/E2 route	Assuming Technical qualification criteria in Table 1 is E-1, we request you to reduce amount to Rs. 1 - 1.5 cr per bus which is currently at Rs. 2.5 cr to 3 cr per bus	No change, As per RfP
23	Section 4	118	12.2 - Bidding Condition	It is mandatory for the bidder to bid for all type of buses in the city in which bidder is bidding for.	We request for removal of mandatory clause and allow bidder to bid seperatley for 9m and 12 m buses	Amended
24	Section 4	118	Bidding Condition		The maximum no of cumulative buses that can be allotted to one bidder to be	Amended
25	Section 4	119	12.2 - Bidding Condition	The Bidder quoting the Lowest Price (L1 Bidder) shall be considered the "Preferred Bidder" for each City.	We propose to split the preferred bidder for each city in L1, L2 and L3 for Bengaluru, Delhi & Hyderabad as the number of buses is higher in these cities.	Amended

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26	Section 4	127	24. Indigenization Requirement	Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE Scheme o**r as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses)** **as applicable.**	Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E- DRIVE Scheme **as applicable at the time of bidding**	NO change, As per RfP
27	Section 4	133	Annexure C: Depot Details		1. As HT Infra in operator cost, voltage level is not mentioned for Delhi (19 nos) and Bangalore (28 nos) locations 2. Request you to please proce contact details and Co-ordinates of depot to carryout site visit 3. Pl clarify opportunity charging requirement other than allocated Depo. If it is required, who will install chargers at other locations 4. There are locations where flooding issues were observed, requesting to raise the floor of Depo above road levels and provide suitable arrangement for dewatering 5. Depo size for Bangalore looks mismatched. In header Sqm may be replaced with Acre	Amended
28	Section 4	136	Annexure E: Bidder Affidavit	Ensure that we will provide CESL a written confirmation confirming the name of the OEM(s) that will supply the Buses under the Concession Agreement within **15 days of receipt of LOA from the Authority.**	Ensure that we will provide CESL a written confirmation confirming the name of the OEM(s) that will supply the Buses under the Concession Agreement within **45 days of receipt of LOA from the Authority.**	Amended
29	Section 4	153	4.1.3 (k) - Conditions Precedent	As per RFP, Homologation certificate is part of Conditions Precedent and as per Annexure 18, Homologation certificate to be provided at the time of delivery	Request clarification on the same.	Amended
30	Section 4	156	5.1.5	Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) (“Point of Supply”) including all allied Electric and Civil Infrastructure and its maintenance along with service equipment, tools and facilities required as may be required for day- to-day operations and maintenance of the buses	Power supply of 415 V upto pillar of LT distribution transformers shall be made available by Authority("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator	No change, As per RfP
31	Section 4	158	5.2.2	Obligation relating to Project Agreement	If Authority doesn’t provide observation on project Agreements within 15 days, that should be considered as Deemed acceptance.	No change, As per RfP
32	Section 4	164	Clause 5.13 - a	Operator to deploy drivers with valid licenses under Motor Vehicles	Request you to remove criteria for 2 years experience	No change, As per RfP
33	Section 4	164	Clause 5.13 - b	Drivers must undergo police verification before deployment.	Please confirm whether police verification by private agencies engaged through	No change, As per RfP

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34	Section 4	164	Clause 5.13 - t	Simulators for driver training (minimum 1 simulator for each city in which Operator has deployed Buses under the PM E- DRIVE scheme)	a) The simulator needs to be permanently stationed in the city or can be mobile/portable and rotated across locations.	No change, As per RfP
35	Section 4	166	5.14.1	The Operator shall comply with the Labour Codes, including: - Code on Wages, 2019 - Industrial Relations Code, 2020 - Code on Social Security, 2020 - Occupational Safety, Health and Working Conditions Code, 2020 and the Draft Rules framed thereunder, as modified from time to time. Operator shall indemnify the Authority against any claims arising from non-compliance.	Request clarification whether compliance is mandatory only after formal enforcement/notification of these Codes by Central/State Governments. Also clarify applicability in States where these Codes are yet to be implemented, and whether compliance with current applicable Acts will suffice in such cases.	No change, As per RfP
36	Section 4	168	6.1.3	The following minimum depot infrastructure and its maintenance shall be provided by Authority:	Affluent Treatment plant to be provided by Authority	No change, As per RfP
37	Section 4	201	16.7.5	The **Authority** shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	The **Operator** shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	No change, As per RfP
38	Section 4	225	22.3.4 - Annual Assured Km	Any bus KMs deducted on account of operator's fault in a Contract year shall be deducted from annual assured KM for the respective Contract year.	We propose to delete this clause inline with last CESL tender	No change, As per RfP
39	Section 4	225	22.3	Annual Assured Kilometers	Request you to consider monthly assured Km as penalty is levied on monthly PK Fees	No change, As per RfP
40	Section 4	226	22.5 - Electricity Cost		Authority to allow operator to avail any benefits obtained towards Electricity cost by way of establishment of Green Power by way of Open Access by Operator	Amended
41	Section 4	234	26.1 Audited Accounts	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of its accounting year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement	We propose to delete the requirement of 90 days timeline as, we are not a listed company and are not binded by SEBI guidelines	Amended
42	Section 4	289	Definition of Debt Due	Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.	Request removal of capping of 70% of Project cost for calculation of Debt Due	No change, As per RfP
43	Section 4	309	Schedule C - Applicable Permits		Insurance for authority owned assets to be in authority scope	No change, As per RfP
44	Section 4	381	Schedule Z - Comprehensive Mainten	For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period.	Request to increase the same to 15%, as PK fees will be lower considering the benefit of subsidy	No change, As per RfP

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45	Section 4	389	Technical Specification	One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	We propose to align the same with last CESL tender as - Daily operations km per bus maximum upto 225 km with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal)	Amended
46	Section 4				Scope for Fire NOC related works like fire hydrant, sprinkler and detection works are not clear.	No change, As per RfP

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Sr. No.	Section No. / Page No. / Para No/Clause No.	Description as Per RfP	Queries/ Clarification of the bidder	CESL Comment
47	Section No. 3 Page No. 7 Para No/Clause No. 24	CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of Contract.	We request authority to kindly keep the upwards quantity variation since the Quoted PK rate are calculated on entire tendered quantity.	No Change, As per RfP
48	Section No. 4 Page No. 7 Para No/Clause No. 2	Demand Incentive under the Scheme	We request CESL to provide the detailed guidelines for release of incentive as per the milestones, the guidelines should cover the documentation required at each stage. This would help in timely relase of grants. The experience from FAME-II scheme may be used to develope the detailed guidelines.	No Change, As per RfP
49	Section No. 4 Page No. 25 Para No/Clause No. 12.2(1)	**Bidding Conditions:** 1. Each City shall have only one Selected Bidder.	We request to split the quantity for each city. This would provide wider opportunity for the participating bidders/OEMs.	Amended
50	Section No. 4 Page No. 20 Para No/Clause No. D2	For MAAT: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Bidder/ Lead Member and of Associate (applicable in case its experience is being utilized for meeting the qualification criteria).	In case the balance sheet of bidder/associate of the bidder for the last financial year is not signed, we request authority to accept the audited balance sheet of last 3 years preceding the last financial year. i.e. We request authority kindly accept the Networth and Tunover for the Financial year 2021-22, 2022-23 and 2023-2024. Since the Audited and signed Balance sheet for the financial year 2024-25 is not available in this period.	No Change, As per RfP
51	Section No. 2 Page No. 133 Para No/Clause No. 22.4	Revision of Fee (Every six months) PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)	We request authority to kindly revise the clause as unnder- PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x **0.25**) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)	No Change, As per RfP
52	Section No. 6 (Annexure 2) Page No. 9 Para No/Clause No. Addition in format	Format of Bid Security	Addition of below Clause which is standrad clause for every bank for issuing the BG as per RBI guidelines. Bg clause:-Notwithstanding anything to the contrary contained in these presents, a. Our liability under this Guarantee shall not exceed Rs..... b. This Guarantee shall be valid up to ..... (Expiry Date) only; c. We shall be liable to pay you the guaranteed amount or any part thereof under this Guarantee upon receipt of written demand on or before ..... (Claim Date); d. In case no demand is made before the Claim Date specified in Clause c above, the Bank shall stand discharged from all its liabilities under this Guarantee, irrespective of the fact whether the original Guarantee is returned back to us or not; and e. Any disputes or claims arising out of this Guarantee, are necessarily required to be enforced before the competent court of law within one (1) year from the date of demand, provided that such demand is received by the Bank before the Claim Date specified in Clause c above	No Change, As per RfP
53	Section No. Volume 2 Page No. 129 Para No/Clause No. 21.1 (Financial Close)	The Operator hereby agrees and undertakesthat it shall achive Financial closure within 16 weeks from date of the agreement	**Considering the large quantities of buses to be deployed, we request authority to provide timeline of 26 weeks(180 Days) to achieve the financial closure of the project, Accordingly we request to amend the clause as suggested below-** The Operator hereby agrees and undertakes that it shall achieve Financial closure within 24 weeks (180 days) from date of this agreement as the Banking process for getting the approval of sanction of Loan itself take 2 to 3 month after the submission of proposal from the date of the allotment of the depots hence the above timelines shall be required.	No Change, As per RfP
54	Section No. Volume 1 Page No. 12 Clause No. 6.1	CESL will charge Project Management Charges (PMC) at the rate of INR 45,000 + GST as applicable per bus from the Selected Bidder(s) of each lot.	We request authority to kindly accept PMC charges inline with the milestones defined for the release of the Capital Subsidy under PM E-DRIVE Scheme.	No Change, As per RfP
55	Section No. Volume 1 Page No. 33 Clause No. 21.3	Submission of performance security	This should be increased to 180 days from the signing of concession agreement	No Change, As per RfP
56	Section No. Volume 2 Page No. 61			

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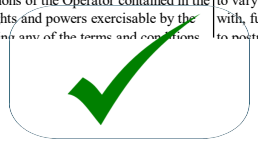
	Clause No. 4.2	Unless otherwise specified, the Operator and the Authority shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 16 weeks from the date of this Agreement (the Scheduled CP Satisfaction Date).	**We request Authority increase the timeline for the Completion of Condition Precedents as suggested below-** Unless otherwise specified, the Operator and the Authority shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, **within 24 weeks** from the date of this Agreement (the Scheduled CP Satisfaction Date).	No Change, As per RfP
57	Section No. Volume 2 Page No. 61 Clause No. 4.3	In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in Clause 4.1.2 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, 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 beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security.	We request authority to kindly limit the Per day penalty can be limited to Rs.5,000 per day.	No Change, As per RfP
58	Section No. Volume 2 Page No. 81 Clause No. 9.3	The Performance Security shall remain in force and effect during the Contract Period and shall be returned in four equivalent installment after every 3 years from the date of COD or upon Termination of this Agreement due to an Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any amounts due and payable by the Operator to the Authority in accordance with the terms of this Agreement.	We request authority to kindly accept the PBG for 1 year extended from time to time as applicable. This would have direct positive impact on the quoted GCC rate.	No Change, As per RfP
59	Section No. Volume 2 Page No. 131 Clause No. 22.2	After the Lot COD for the first Lot of Buses, and for each subsequent month of the Contract Period,	Billing shall be done from BUS Operation date instead of COD Date. For billing purpose, operation date shall supercede in all other clauses as well.	No Change, As per RfP. Please also refer to Clause 14.2.4 of Vol-2
60	Section No. Volume 2 Page No. 131 Clause No. 22.2	Addition of new clause	Interest @Bank Rate + 3% should be included in case of delay in release of regular bill payment after due date.	No Change, As per RfP
61	Section No. Volume 2 Page No. 133 Clause No. 22.5.1	The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills.	We request the Authority to also consider to compensate any increase in electricity tariff for ancilary consumption i.e. other than charging of buses.	No Change, As per RfP
62	Section No. Volume 2 Page No. 143 Clause No. 27.1.3	The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to 1 (one) months' estimated Fees payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds ("Minimum Escrow Balance"). It is clarified that a COD shall not be achieved under this Agreement till the time such 1 months' estimated Fees is deposited in the Escrow Account.	We request Authority to amend the clause as below: The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to 2 (Two) months' estimated Fees payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds ("Minimum Escrow Balance"). It is clarified that a COD shall not be achieved under this Agreement till the time such 1 months' estimated Fees is deposited in the Escrow Account.	No Change, As per RfP
63	Section No. Volume 2 Page No. 151 Clause No. 27.3	Withdrawal from escrow account	Clarity is required on debt service obligation including interest and principal.	No Change, As per RfP
64	Section No. Volume 2 Page No. 151 Clause No. 27.3	Additional Point for withdrawl during the contract period (which is in the 27.2 i.e. "Deposit in Escrow Account" clause - e)	We request Authority to include the following clause as the same is mentioned in the "Deposit in Escrow Account": All payments due to the Operator towards any damages payable by the Authority under and in accordance with the terms of this Agreement.	No Change, As per RfP
65	Section No. Volume 2 Page No. 151 Clause No. 27.3	Additional Point	We request Authority to provide Online transactions and viewing rights of the escrow account.	No Change, As per RfP
66	Section No. Volume 2 Schedule-D Page No. 218	The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions	We request Authority to amend the clause as below: The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against	No Change, As per RfP



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SERVICES LIMITED, C=IN
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

	Clause No. 5	Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.	to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee ~~and the Bank hereby waives all of its rights under any such law.~~	
67	Section No. Volume 2 Schedule D Page No. 218 Clause No. 9	Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.	We request Authority to amend the clause as below: Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it is received by the bank.	No Change, As per RfP
68	Section No. Volume 2 Page No. 159 Clause No. 32.1.1. i	a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 in any 6 (six) consecutive months or for aggregated 18 months during the period of the Agreement;	We request Authority to amend the clause as below: a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 ~~in any 6 (six) consecutive months or~~ for aggregated 18 months during the period of the Agreement;	No Change, As per RfP
69	Section No. Volume 2 Page No. 159 Clause No. 32.1.1. j	a failure by the Operator to achieve the Key Performance Indicators set out in Clause 20.3 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for 3 (three) consecutive months;	We request Authority to amend the clause as below: a failure by the Operator to achieve the Key Performance Indicators set out in Clause 20.3 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for ~~3 (three)~~ 12 (Twelve) consecutive months;	No Change, As per RfP
70	Section No. Volume 2 Page No. 100 Clause No. 14.3	for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one percent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved	We request Authority to amend the clause as below: for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one percent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved maximum 5% of Performance Security	No Change, As per RfP
71	Section No. Volume 2 Page No. 96 Clause No. 13.9.1	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.	We request Authority to amend the clause as below: In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus upto maximum 5% of Performance Security.	No Change, As per RfP
72	Section No. Volume 2 Page No. 81 Clause No. 9.1.1	The Operator shall, for the performance of its obligations hereunder till expiry of the Contract Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee	We request Authority to amend the clause as below: The Operator shall, for the performance of its obligations hereunder till expiry of the Contract Period, with annual renewal option provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee	No Change, As per RfP
73	Section No. Volume 2 Page No. 145 Clause No. 27.4.1.d	retention and payments relating to the liability for defects and deficiencies set forth in Article 37;	We request Authority to amend the clause as below: retention and payments relating to the liability for defects and deficiencies set forth in Article ~~37~~ 34;	Amended
74	Section No. Volume 2 Schedule M Page No. 241 Clause No. 1.1	"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).	"Sub-Accounts" is not applicable, hence requesting Authrity to kindly remove the clause.	No Change, As per RfP
75	Section No. Volume 2 Schedule M Page No. 241 Clause No. 1.1	Additional Point in Escrow Agreement	We request Authority to add the clause as below for release of payment as applicable under the agreement: "Designated Account" shall mean such current account of the Operator, as intimated from time to time to the Escrow Bank and the Authority in writing, [DETAILS] into which the monies specified in Clause 4.1 would be credited every month and paid out, if due, by the Authority.	No Change, As per RfP

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76	Section No. Volume 2 Schedule M Page No. 241 Clause No. 4.1.1	payments, and if such payments are not due in any month, then retain such monies in such Sub- Account and pay out therefrom	We request Authority to amend the clause as under: payments, and if such payments are not due in any month, then retain such monies in such ~~Sub- Account~~ **Escrow Account** and pay out therefrom	No Change, As per RfP
77	Section No. Volume 2 Page No. 143 Clause No. 27.2, 27.3, 27.4 & Schedule M	Cluases	We request CESL to kindly align the Clauses of Article 27 with Clauses in Schedule-M	No Change, As per RfP
78	Section No.4 Volume 2 Pg No. 288 Schedule-Z, Clause 2.1	… The Authority undertakes to pay the OEM at a predefined rate of 10% of the applicable PK Fee…	As the AMC applicable will be higher, we request to consider the AMC rate as under: … The Authority undertakes to pay the OEM at a predefined rate of ~~10%~~ **25%** of the applicable PK Fee…	No Change, As per RfP
79	Section No. Volume 2 Page No. 84 Clause No. 10.2.6	, on or prior to the respective Scheduled Maintenance Depot Handover Date, it shall pay to the Operator as Damages, Rs. 10,000 (Rupees ten thousand) per day per depot for each day of delay until, for all the Maintenance Depots required to be handed over by the Authority, vacant access, constructive possession and license to possess thereof is delivered to the Operator in accordance with the requirements of this Agreement.	We request Authority to amend the clause as below: , on or prior to the respective Scheduled Maintenance Depot Handover Date, it shall pay to the Operator as Damages, ~~Rs. 10,000 (Rupees ten thousand)~~ Rs. 2.5 Lakhs per day per depot for each day of delay until, for all the Maintenance Depots required to be handed over by the Authority, vacant access, constructive possession and license to possess thereof is delivered to the Operator in accordance with the requirements of this Agreement.	No Change, As per RfP
80	Page No.Page 3 of 6 & 14 Para No/Clause No.**7.4 The City wise EMD details**	7.4-'The City wise EMD details are provided in the table below: Ahmedabad- 1000- 28.21 Bengaluru - 4500- 121.65 Delhi-2800 -87.93 Surat-600-15.10 Hydradad- 2000- 59.96 Total Qty-10900 & EMD Amount-312.86 7.5 If a Bidder opts to bid for more than one City, then the EMD requirement for the Bidder would be the cumulative EMD requirement for all the Cities being bid.2	We request CESL to consider EMD BG @ Rs.75000 per bus approx. similar to NEBP-1 tender. The BG cost will have direct impact on the quoted GCC rates. Currently the Average EMD per bus is approximately ~Rs.287018/- per bus.	No Change, As per RfP
81	Section No. Page No.Page 17 of 55 & **Page 25 of 32** Para No/Clause No.-13.3 & **5.6. Performance security**	Within twenty-eight (28) days after receipt of the letter of award, the successful bidder shall furnish the performance security for three to ten percent (03%-10%) of the contract price. The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 or as specified in tender documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to CESL. Bidders are also requested to refer Clause no. 13.3 of Section-3 (GCC).	We request CESL to consider Performance Security @ 3% accordingly the clause may be amended as under: 1.Within twenty-eight (28) days after receipt of the letter of award, the successful bidder shall furnish the performance security for **three** percent **03%** of the contract price. The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 or as specified in tender documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to CESL. Bidders are also requested to refer Clause no. 13.3 of Section-3 (GCC). **2. PBG can be issued for a period of 1 year on yearly renewal basis as applicable.**	No Change, As per RfP
82	Section No. Page No.**95** Para No/Clause No.**13.6.2 Supply of Prototype Damages**	13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, 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 13.6.1, the Authority may recover from the Operator an amount equal to **0.1% (zero point 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 5%** (Five per cent) of the Performance Security	No Change, As per RfP
83	Section No. Page No.**Page 26 of 32** Para No/Clause No.**6.0 Liquidated Damages**	Liquidity damages (LD) shall be as specified in Section-4 (SCC). However, in general, in case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract	Liquidity damages (LD) shall be as specified in Section-4 (SCC). However, in general, in case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to **0.1%** of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract	Section 4 shall prevail
84	Section No. Page No.**131**			

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	Para No/Clause No.**22.2.3 Payment Term**	Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of theamount specified in the Invoice, with the remaining 10% to be released by the 7th (seventh) dayof the next month, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues	Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of theamount specified in the Invoice, with the remaining 10% to be released by the **within 15 day in same month**, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues	No Change, As per RfP
85	Section No. Page No.**130** Para No/Clause No.**22.1.2 Fee**	22.1.2 Subject to Clause 22.4 and Clause 22.5 below, the Fee payable to the Operator under this Agreement shall be the calculated in the following manner: a) If the actual Bus Kilometers travelled by all Buses is equal to aggregated Annual Assured Kilometers, then Fee shall be calculated by multiplying the PK Fee (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Annual Assured Kilometers – actual Bus Kilometers)) c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Annual Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Annual Assured Kilometers))	22.1.2 Subject to Clause 22.4 and Clause 22.5 below, the Fee payable to the Operator under this Agreement shall be the calculated in the following manner: a) If the actual Bus Kilometers travelled by all Buses is equal to aggregated Annual Assured Kilometers, then Fee shall be calculated by multiplying the PK Fee (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: Fee = (PK Fee * actual Bus Kilometers) + (PK Fee *** 85%*** (Annual Assured Kilometers – actual Bus Kilometers)) c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Annual Assured Kilometers) + (PK Fee * **75%*** (actual Bus Kilometers - Annual Assured Kilometers))	No Change, As per RfP
86	Section No. Page No.**108** Para No/Clause No.**16.7.1 Advertising on Buses**	16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.	**1.The Operator shall have rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.** **2.Operator and Authority as 75:25 ratio.**	No Change, As per RfP
87	Section No. Page No. Para No/Clause No.9.2 The eligibility criteria**(II) Technical Qualification Criteria)**	Available Capacity for Bus manufacturing and supply: Certificate from a CA confirming the available production capacity of E-buses and self-certification by the OEM on its letterhead clearly indicating the current commitments, production capacity and available capacity. In this context, bidder to fill the declaration as per Annexure-26 of the tender document and this certificate to be issued by CA with UDIN No.	**We request authority to kindly accept the production capacity from Chartered Engineer Only inline with the CESL's previous tenders.** **We request you to kindly remove the annexure 26 since this is a extremely dynamic requirement and depends upon vaious external factors, majorly supply chain challenges.** **(a) We request authority to kindly accept the requirement from chartered enginner as mnetioned in serial no. 1 of the queries.** **(B) We request authority to kindly remove the requirement mentioned in para (b) since chartered accountant, Practicing CA and Chartered enginner does not have the evaluation method to produce such kind of the document. This is a totally dynamic process and based on the demand basis(Completion of Infrastructre in case of Government Orders and Transactions/Payment in case of Corporarte/Private Orders.).**	No Change, As per RfP
88	Section No. Page No. Para No/Clause No.9.2 The eligibility criteria**(II) Technical Qualification Criteria)**	Table 1 and Table 2 in Qualification crieteria	Table 1 (For D2 and E2 route) related to should be Table 1 **(For E1 and E2 route)** **&** Table 2 (For D1 and E1 route) related should be to **Table 2 (For D1 and D2 route)** **This seems like a typo, request authority to kindly clarify.**	Amended
89	Section No. Page No.PAGE | 281	SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR **13.6.1-Delay in procuring the Prototype Bus-**0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10% (ten per cent) of the Performance Security **13.8 Delay in procurement of buses for Delay Event-**0.1 % of the Performance Security per day for each Bus	SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR **13.6.1-Delay in procuring the Prototype Bus-0.1%** (zero point **one per ce**nt) of the Performance Security for every week, or part thereof; subject to a maximum of **05%** (Five per cent) of the Performance Security **13.8 Delay in procurement of buses for Delay Event-**0.1 % of the Performance Security per day for each Bus	

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	Para No/Clause No.**SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR**	whose procurement is delayed;subject to a maximum of 10% (ten per cent) of the Performance Security **21.1 Delay in achieving Financial Closure-** 0.1% (zero point one per cent) of the Performance Security per day	whose procurement is delayed;subject to a maximum of **5%** (Five per cent) of the Performance Security. **21.1 Delay in achieving Financial Closure-** 0.1% (zero point one per cent) of the Performance Security per day,subject to a maximum of 5% (Five per cent) of the Performance Security.	No Change, As per RfP
90	Annex - 3 257 5	SoH (State of Health)	Requesting the Authority to remove the requirement of SOH Algorithm: SOH data can be shared via ITS but Algorithm can not be shared as it is a proprietary information of OEM.	No Change, As per RfP
91	Schedule-S OPERATIONAL INFRACTIONS 270 3.3.(f)	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	Requesting the Authority to remove the requirement of SOH Algorithm: SOH data can be shared via ITS but Algorithm can not be shared as it is a proprietary information of OEM.	No Change, As per RfP
92	Volume 3: Table 1 302 25.i.2	Speaker	Requesting the Authority to clear the ambiguity: On page 255 , S.No. 2 - The requirement of 2 Nos. Speaker is stated while on page No. 302- 4 Nos. speaker has been asked for.	Amended
93	Volume 3: Table 1 306 25. (viii)	Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hiresolution CCTV cameras shall be installed each one facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment.	Requesting Authority to allow the position of the Camera as per manufacturers design & OEM will ensure that the Camera view requirements specified in the Tender will be properly met.	Amended
94	Section 3 6 of 55 2.3	The Implementing Partner shall provide free of cost to the CESL all the engineering data, drawing and descriptive materials submitted with the bid,in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.	Requesting Authority that all the Engineering data, Drawing and Descriptive materials will be submitted at the time of Prototype submission.	Section 4 shall prevail
95	Article - 13 93 13.4.1	The Operator shall, within 21 (twenty one) days from the date of signing of concession agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	Requesting Authority that all the Engineering data, Drawing and Descriptive materials will be submitted at the time of Prototype submission.	Section 4 shall prevail
96	Article - 13 95 13.6.1	The Operator shall, no later than 8 weeks (for 12m and 9m buses) after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the city (and/or any nominated officials/agency by city), the tests and trials conducted in accordance with the provisions of Clause 13.5.	Requesting Authority to accept certification for tests from Government authorised agencies like ICAT/ARAI in place of real time tests and trials.	No Change, As per RfP
97	SCHEDULE - F 228 1.1	In compliance of the obligations set forth in Clause 12.4 of this Agreement, the Operator shall furnish to the Authority, free of cost, all Designs and Drawings listed in clause 3 of this Schedule-F; provided that the Designs and Drawings relevant for design review by the Government as specified in Clause 13.4.2, shall be submitted prior to such review.	Requesting Authority that all the Engineering data, Drawing and Descriptive materials will be submitted at the time of Prototype submission.	No Change, As per RfP
98	SCHEDULE - F 228 1.2	For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub-system or equipment thereof. Provided that the Operator may share only details regarding the layout of the bus and not any other propriety information.	Requesting Authority that all the Engineering data, Drawing and Descriptive materials will be submitted at the time of Prototype submission.	No Change, As per RfP

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99	SCHEDULE - S 270 3.3.a	Battery SoC (State of Charge) (& Method used for SoC Estimation to be shared at time of delivery of lot)	Requesting Authority to remove this clause of SOC calculation method sharing: As it is a proprietary feature which can't be shared by OEM. SOC data will be displayed on instrument cluster.	No Change, As per RfP
100	SCHEDULE - S 270 3.8.a	Charging Start Time	Requesting the Authority to allow to share this data from Charger level instead of Vehicle level.	No Change, As per RfP
101	SCHEDULE - S 270 3.8.b	Charging End Time	Requesting the Authority to allow to share this data from Charger level instead of Vehicle level.	No Change, As per RfP
102	SCHEDULE - S 270 3.8.c	Charging Power	Requesting the Authority to allow to share this data from Charger level instead of Vehicle level.	No Change, As per RfP
103	SCHEDULE - S 270 3.8.d	Charging Current	Requesting the Authority to allow to share this data from Charger level instead of Vehicle level.	No Change, As per RfP
104	SCHEDULE - S 270 3.8.e	Charging Voltage	Requesting the Authority to allow to share this data from Charger level instead of Vehicle level.	No Change, As per RfP
105	SCHEDULE - S 271 3.19	Diagonostic Trouble Codes	Requesting Authority to specify the diagonostic troble codes required for Vehicle Health Monitoring System.	No Change, As per RfP
106	SCHEDULE - S 271 3.20	Charge Discharge Cycle	Requesting Authority to consider that : SOH data can be shared via ITS but Algorithm can not be shared as it is a proprietary information of OEM.	No Change, As per RfP
107	Volume 3: Table 1 and Table 2 294 and 312 5	(i) No. of Motors / Batteries as per Manufacturer's design (ii) Location of motor and batteries as per Manufacturer's design considering minimal maintenance and ease of charging (iii) Electric Regeneration is required (iv) Charging Mode as per Manufacturer's design. Charging Time - less than 5 hours - overnight charging for all buses. (v) Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory. (vi) CCS 2.0- Combined Charging System.	Requesting Authority that we will be providing: Safety-Short Circuit/Over temperature and other safety requirements as **per AIS038.** Other requirements complied as it is. Requesting Authority to provide relevant lightning protection standards.	No Change, As per RfP
108	Volume 3: Table 1 and Table 2 294 and 312 5.3	DC fast charging by CCS 2.0; Bus charging infrastructure to comply with guidelines No. 12/2/2018-EV dated 17th September 2024 or latest as issued by Ministry of Power, Government of India, as amended from time to time.	Requesting Authority to allow DC fast charging by CCS 2.0 as per DIN70121, taking benchmarking from already plying buses with other STUs.	No Change, As per RfP
109	Volume 3: Table 1 and Table 2 296 and 314 12.2	Multiplexing type: As specified separately under ITS specifications and conforming to IP 67. It should be as per UBS-II and AIS:153.	Requesting Authority to allow "Multiplexing type" will be as per CMVR, taking benchmarking from already plying buses with other STUs.	Amended
110	Volume 3: Table 1 and Table 2 Page No. 302 Para No/Clause No. 23.3/E	Battery cut - off switch (Isolator switch): As per AIS 052 Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area -One at the rear compartmente.	Requesting the Authority that 3 Battery Cutoff Switches will be provided by OEM: - One manual near driver seat. - One electronic on driver Dashboard area. - One electronic at the rear compartment of the vehicle.	No Change, As per RfP
111	Section No. Table 1	Charging range: The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval		

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SERVICES LIMITED, C=IN
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	Page No. 296 Para No/Clause No. 15	certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	Requesting the Authority to share the total daily running km.	Amended
112	Volume 3: Table 1 and Table 2 296 and 314 15	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	Requesting Authority that the vehicle provided will be duly certified with a single charge range of 200km (for 12M), 180km (for 9M) as per AIS 040, with One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) . We request Authority to kindly provide 60 Minutes of opportunity charging to complete the daily operation schedule. The clause single charge operations of 200 KMS without opportunity charging will require huge battery capacity which has direct impact on the quoted GCC rate.The increase in battery size will also significantely reduces the passenger carrying capacity as the battery weight increases.	Amended
113	Volume 3: Table 1 and Table 2 305 and 322 25 and 24	iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a centralized ITMS server. 1. Timestamp 2. Odometer reading 3. Vehicle Status 4. SoC (State of Charge) 5. SoH (State of Health) 6. Speed 7. Acceleration 8. Voltage (pack and cell level) 9. Current (pack and cell level) 10. Power 11. Charger Current 12. Charger Voltage 13. Ambient temperature 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17. Coolant Temperature	*Requesting Authority that the required parameters will be available on vehicle CAN and the integration of this data with the server should be in Authority's scope. * SOH data can be shared via ITS but Algorithm can not be shared as it is a proprietary information of OEM. * Acceleration will not be provided . *Requesting Authority that charger current and charger voltage will be available at charger level. *Power (Requesting Authority to define, Details regarding what is exactly required).	No Change, As per RfP
114	Volume 3: Notes 327 X	Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of health (SOH) falls below 80 percent. The bidder shall provide quarterly reports on the SoH of battery packs of each bus. This will be measured at the charger level or by a certified Ammeter by the energy (measured Ah) uptake of the battery packs while charging from 25% to 100% SoC. The relative deterioration of energy uptake of the battery packs will be used to determine the SoH of the battery to be calculated at energy uptake in quarter (kWh)/ energy uptake in first quarter post COD.	Requesting Authority to remove this clause: As SOH is calculated by the BMS based on the algorithm used inside. So, measurment of SOH through the measurment of energy feed will not be accurate.	No Change, As per RfP
115	Volume 3: Notes 327 XI	Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	Requesting Authority that operational safety of Battery pack in extreme temperature should be ranging from 0 to 55°C.	No Change, As per RfP
116	Volume 3: Table 1			

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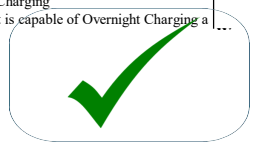
	300 19.7 (E-ii)	Low Floor Buses: For 9-meter bus (25 seats + 1 wheelchair + Driver).	Requesting Authority to consider (23 seats + 1 WC + Driver) for 9M Low floor buses.	No Change, As per RfP
117	Schedule-G 33 21.4	Timelines for procurement: Prototype testing and approval of the same (T4)- T3 + 8 weeks Fit-out works completion and delivery of min 15% Buses qty (T6)- T5 + 8 Weeks	We propose below timelines: Prototype testing and approval of the same (T4)- T3 + 16 weeks Fit-out works completion and delivery of min 15% Buses qty (T6)- T5 + 16 Weeks. Rest all remain same.	No Change, As per RfP
118	Volume 3: Table 2 315 17	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturing design. - 3 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	Requesting the Authority to clarify the Number of service doors at LH side & BRTS doors at RH side separately.	Amended
119	Volume 3: Table 2 316 17.1.E	One at front and 2 (two) nos. each at rear on both side	Requesting the Authority to clarify the number of service doors at LH side & BRTS doors at RH side separately.	Amended
120	Volume 3: Table 2 316 17.4.A	Requirement for passengers with reduced mobility As per AIS:153, AIS:052	Requesting the Authority to consider as per AIS:052, UBS-II.	No Change, As per RfP
121	Volume 3: Table 2 317	Minimum 15 mm (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board as per BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002). The chequered plywood minimum 15mm (12 Metre Bus) and minimum 12 mm (9 Metre Bus) thick is also allowed as per the relevant standard for the quality and fire resistance/flammability.	Requesting the Authority to consider plywood thickness as: Minimum 12 mm for 12 Metre & 9 Metre both the Buses.	No Change, As per RfP
122	Volume 3: Table 2 318 18.6.E.iii	Minimum seating capacity: For wheelchair compatible buses: iii. For 12-meter bus (35 seats + 1 wheelchair + Driver),	Requesting the Authority to consider that in 12m BRTS Type Buses: OEM will provide (33 seats + 1 wheelchair + Driver) .	Amended
123	Section No. Page No.-Page 34-Section-4 Para No/Clause No.-Point 24-Section 4	Indigenization Requirement	We request authority to kindly exclude the Power Module applicable for the chargers as no one is manufacturing the power module in India.	No Change, As per RfP
124	Section No. Page No.-Page 88-Section-4 Para No/Clause No.-ARTICLE-11 point -11.1	Clause: Utility Shifting at Depot Site	Kindly confirm whether the Operator needs to coordinate directly with utility-owning agencies for shifting or whether the Authority will facilitate all necessary approvals and coordination for timely relocation. Or We request authority that Authority will facilitate all necessary approvals and coordination for timely relocation.	No Change, As per RfP
125	Section No. Page No.-Page 228 Para No/Clause No.-Clause 13.4.1	Charging Infrastructure Designs and Drawings	Please confirm what type of drawings & designs are required for charging infrastructure & charging station	No Change, As per RfP
126	Section No. 2 Page No. 164	The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging a		



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	Para No/Clause No. 5.12	minimum 50 (fifty) Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty five) minutes in accordance with the Deployment Plan.	**We request that 60 minutes be provided for opportunity charging after running 50% of the daily scheduled KMs as being done across STUs.** Depot in Depot out time in itself varies City/ Depot wise and Is quite substantial.	No Change, As per RfP
127	Section No. 2 Page No. 165 Para No/Clause No. 5.13.j	The Operator shall not deploy any drivers which have been blacklisted from operation of heavy commercial vehicle and or a transport vehicle and such drivers should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last [3] years preceding the date of execution of the Agreement;	We request that this shall be applicable on those driver who was at fault.	No Change, As per RfP
128	Section No. 2 Page No. 180 Para No/Clause No. 10.8	Felling of trees : The Authority shall procure any Applicable Permits required for felling of trees to be identified by the Operator for this purpose if and only if such trees cause a material adverse effect on the Fit Out Works or the Operation and Maintenance of the Maintenance Depots, as the case may be. In the event of any delay in felling thereof for reasons beyond the control of the Operator, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Operator and any revenues thereof shall be paid to the Authority.	We request that the procurement of permits and removal of all the trees be in the scope of the Authority. It can be done in parallel to infra-development. We also request to kindly accept the amended clause as given beow- Felling of trees : The Authority shall procure any Applicable Permits required for felling of trees to be identified by the Operator for this purpose if and only if such trees cause a material adverse effect on the Fit Out Works or the Operation and Maintenance of the Maintenance Depots, as the case may be. In the event of any delay in felling thereof for reasons beyond the control of the Operator, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. ~~For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Operator and any revenues thereof shall be paid to the Authority.~~	No Change, As per RfP
129	Section No. 2 Page No. 197 Para No/Clause No. 16.3.1	The Operator shall revise the Provisional Operation Manual, as may be necessary, and provide 50 (Fifty) copies of the Operation Manual	We request to consider that 5 copies of operator manual in place of 50 copies.	No Change, As per RfP
130	Section No. 2 Page No. 197 Para No/Clause No. 16.4.2	For the avoidance of doubt, it is clarified that the Authority may amend the Operational Routes by providing at least 5 (five) days prior notice to the Operator under and in accordance with the provisions of this Agreement.	We suggest that the defination of 5 days shall be 5 working days.	No Change, As per RfP
131	Section No. 2 Page No. 200 Para No/Clause No. 16.6.1	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 the Breakdown.	We suggest the TAT should be 2 hrs and the Traffic condition of real-time & the factor beyond control of the operator shall also be considered	No Change, As per RfP
132	Section No. 2 Page No. 200 Para No/Clause No. 16.6.3	In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within 1 (one) to 3 (three) hours of such occurrence, failing which Operator shall be liable to pay Damages of 20 kms deduction for each such incident.	We request you to delete it. In Unforseen situtation Operator shall not be Liable for any panalty	No Change, As per RfP
133	Section No. 2 Page No. 220 Para No/Clause No. 20.10	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	**We Request that the capping should be:** **5% of the Monthly Fees for that month in case of failure to achieve the Key Performance Indicators** **3% of the Monthly Fees for that month. in case of Operational Infractions**	No Change, As per RfP
134	Section No. 2 Page No. 223	The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of: (a) distance travelled by a Bus assigned on a particular Operational Route as per the (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 Parties agree that a Bus Kilometer shall comprise of the complete kilometers travelled by a Bus from Depot Out to Depot in for all duty except for Deadruns.	No Change, As per RfP

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	Para No/Clause No. 22.1.3	the end of the day's service; and (d) Distance travelled by a Bus, with or without passengers, which is otherwise outside the Deployment Plan but has been requested or approved by the Authority		
135	Section No.2 Page No.34 Para No/Clause No.10.2	This warranty of all the **Works shall remain valid for 2 year after the Commissioning.** The Contractor shall, in addition, comply with the performance and/or guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall:	Warranty policy is proprietary of the OEM.AMC can be used apart from warranty wherever is required.	Section 4 shall prevail
136	Section No.3 Page No.50 Para No/Clause No.7.3	In addition to the supply of **Mandatory Spare Parts if asked and warranty spares** included in the Contract, the Implementing Partner agrees to supply spare parts required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between CESL and the Implementing Partner, and the price of such if asked spare parts shall be that given in Price Schedule which shall be added to the Contract Price. The price of such spare parts shall include the purchase price there for and other costs and expenses (including the Implementing Partner's fees) relating to the supply of spare parts. The prices of spares covered under the Price Schedule shall be kept valid for a period as specified in SCC.	The Authority is requested to kindly remove this clause, due to this clause relates to outright purchase.	Section 4 shall prevail
137	Section No.3 Page No.50 Para No/Clause No.7.3.1.3	The Implementing Partner will provide CESL with the **manufacturing drawings, catalogues,assembly drawings and any other document required by CESL** so as to enable CESL to identify therecommended spares. Such details will be furnished to CESL as soon as they are prepared but in anycase not later than six months prior to commencement omanufacture of the corresponding main equipment.	We kindly request that manufacturing and assembly drawings not be required, Instead, we propose to provide only the parts catalogue, spare price list, flat rate manual, operator service book, and service manual at the time of first lot delivery. Submission at first lot delivery ensures updated and accurate documentation aligned with actual production	Section 4 shall prevail
138	Section No.3 Page No.50 Para No/Clause No.7.3.1.4	To enable CESL to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the **Implementing Partner will also provide a justification in support of reasonableness of the quoted prices of spares which will, interalia, include documentary evidence that the prices quoted by the Implementing Partner to CESL** are not higher than those charged by him from other customers in the same period	We request that CESL allow the contractor to submit the standard spare parts price list applicable for Projcte as justification for the reasonableness of quoted prices. Submission of OEM's standard spare parts price list ensures regionally accurate, transparent, and verifiable pricing.	Section 4 shall prevail
139	Section No.3 Page No.51 Para No/Clause No.7.3.1.8	The Contractor or Implementing Partner shall guarantee the long term availability of spares to CESL for the full life of the equipment covered under the Con-tract. The Implementing Partner shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give **CESL at least 2 years advance notice** so that the latter may order his bulk requirement of spares, if it so desires.	Requesting Authority to consider as: he shall give the CESL at least 6 month advance notice. Being new technology predicting life of respective aggregates two year prior is difficult.	Section 4 shall prevail
140	Section No.3 Page No.51 Para No/Clause No.7.3.1.7	The Contractor or Implementing Partner will provide CESL with **all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract** and will further ensure with his vendors that CESL, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendor	We request that the Contractor or Implementing Partner be required to provide CESL only with the addresses and details of their OEM-authorized spare parts divisions for ordering required materials.	Section 4 shall prevail
141	Section No.3 Page No.52 Para No/Clause No.7.3.1.13.i.a	For 3 years operational spares (both mandatory and recommended)	Standard spare parts warranty is 6 months from date of invoice of parts. If it is not related to the spare parts warranty then clarity required	Section 4 shall prevail
	Section No.3	7.3.1.13 The Implementing Partner shall warrant that all spares supplied will be new and in ccordance with the Contract Documents and will be free from de-fects in design, material and workmanship and shall further guarantee as under: (i) **For 3 years operational spares** (both mandatory and recommended)..... A. Spares made with main equipment	We request CESL to consider simplifying and standardizing the warranty terms for spare parts in line with OEM	

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142	Page No.52 Para No/Clause No.7.3.1.13	A. Spares made with main equipment **– 12 months warranty from commercial operation date.** – Free replacement if original fails due to design/material/workmanship. B. Spares not made with main equipment **– 7000 hours warranty if used within 18 months of delivery.** – If used later, warranty is up to 36 months from commissioning or 7000 hours, whichever is earlier. C. Long-term spares (beyond 3 years) **– 7000 hours warranty if used within 18 months.** – If used later, 12 months or 7000 hours, whichever is earlier. – Maximum defect liability: 48 months from delivery.	norms, by applying a uniform warranty from either commissioning or delivery, whichever occurs first. This approach avoids ambiguity, ensures ease of administration, and reflects industry benchmarks. **Additionally, we suggest:** Clearly defining CESL's responsibility for maintaining OEM-recommended storage and preservation practices.	Section 4 shall prevail
143	Section No.3 Page No.63 Para No/Clause No.5.1.7	The Operator shall ensure that they have a minimum of **1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses**. This Break Van should be available at the Depot for **servicing or towing** any Bus that has a breakdown during normal course of operations	We request the Authority to allow the number of 'Maintenance Vehicles' (Brake Vans) required for servicing and towing to be determined as per the norms of the operator, whether through outsourced agencies or in-house arrangements, or based on OEM recommendations.	Section 4 shall prevail
144	Section No.3 Page No.68 Para No/Clause No.22.7	The Implementing Partner shall provide and maintain at its **own expense all lighting , fencing, and watching** when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.	We request that Clause 22.7 be amended to reflect the Authority's responsibility for providing lighting and fencing, as stipulated in Clause 6.1.3	Section 4 shall prevail
145	Section No.3 Page No.68 Para No/Clause No.22.8 &1	Unless otherwise provided in the Contract, **no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of CESL**, except where work is necessary or required to ensure maintenance of public utility services or safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Implementing Partner shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.	We request CESL to kindly consider revising Clause 22.8 to reflect the operational nature of public transport services. Since buses are deployed from early morning to late night, and essential maintenance activities are routinely carried out during night hours after buses return to the depot, we suggest exempting such activities from the requirement of prior written consent. This will ensure uninterrupted service delivery and timely upkeep of transport facilities.	Section 4 shall prevail
146	Section No.4 Page No.131 Para No/Clause:ANNEXURE C:	DEPOT DETAILS. (1) Ahmedabad-14 DepotS,(2) Surat-7 Depots,(3) Hyderabad-23 Depots,(4) Delhi-10 Depots,(5) Bengaluru-28 Depots. **Please note that the depot details are tentative** and are based on information shared by the cities. The location of these depots might change.	We request CESL to confirm the final number of buses and depot-wise fleet capacity per city, as the currently shared figures are tentative and subject to change, and accurate data is essential for per km cost estimation and feasibility analysis.	Amended
147	Section No Page No.163 Para No/Clause No.5.9	The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Operator shall engage a professional architect, town planner and consultants of repute for ensuring that the design of the Buses and Maintenance Depots meets the aforesaid aesthetic standards.	Please clarify / specify the meaning of the term "high standard" used in this clause because the said term is generic and does not give clarity on the expectation from/obligation on the bidder.	No Change, As per RfP
148	Section No.4 Page No.166 Para No/Clause No.5.13-T	Simulators for driver training **(minimum 1 simulator for each city in which Operator has deployed Buses under the PM E-DRIVE scheme)**	To be deleted	No Change, As per RfP
149	Section No.4 Page No.168	The following minimum depot infrastructure shall be provided by Authority: a)Proper drainage system at the depot to avoid stagnation of water . b) The depot pavement shall be concretized or blacktopped. c) Adequate parking area (approx. 150 sq.m. per bus including basic depot requirements, such as parking, workshops, staff amenities, administrative block, etc.) for parking of buses allocated to the depot and additional space for parking the spare Buses deployed by the Operator. d) Civil infrastructure facilities that include security booths, office with adequate space,	Request to authority Kindly provide all Depot infra as per "Basic Depot Infra Annexure" to operator **Kindly Refer Standard Depot Layout and Premises Image (Attached with query sheet)**	No Change, As per RfP

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	Para No/Clause No.6.1.3	first-aid facility and rest room, canteen, spare parts store, Effluent treatment plant (ETP), Street light, septic tank, workshop sheds (for washing facilities, maintenance / service pits @ 2 pits per 50 buses). e) Boundary wall: approx. 2 m height with 0.6m railing.		
150	**Section No.4** **Page No.200** **Para No/Clause No.16.6.1**	In case of a 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 the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	One Hours is too short a window and at least 4 hrs should be given for towing the bus away. In case of a 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 2-4 hours of the Breakdown, with traffic jams /diversions, heavy rains ,water logging ,Extreme fog, vandalism by mob any other natural calamity to be excluded. These factor are beyond control of operator.	No Change, As per RfP
151	**Section No.4** **Page No.203** **Para No/Clause No.17.1.2**	The Parties agree that for discharging the Maintenance Obligations hereunder, the Operator shall provide its staff, movable equipment, Spares and Consumables, workshop, office space etc. The Parties further agree that the workshop space to be provided hereunder by the Operator for discharging the Maintenance Obligations of the Operator shall be no less than 100 m(hundred metres) long and 20 m (twenty metres) wide, within the Maintenance Depot	To deliver the maintenance responsibilities, the Authority will provide workshop, office space etc. to the operator as per suggested Infra Annexure .	No Change, As per RfP
152	**Section No.4** **Page No.212** **Para No/Clause No.19.3**	The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare a report of such inspection (the "Maintenance Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and shall notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5.	To be deleted	No Change, As per RfP
153	**Section No.4** **Page No.213** **Para No/Clause No.19.5.1**	The Operator shall repair or rectify the defects or deficiencies, if any, set forth in the Maintenance Inspection Report or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to the Authority within 7 (seven) days of receiving the Maintenance Inspection Report or the test results, as the case may be.	To be deleted	No Change, As per RfP
154	**Section No.4** **Page No.213** **Para No/Clause No.19.5.2**	The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of **INR 2,500 per bus times the number of buses allocated to the specific depot.**	To be deleted	No Change, As per RfP
155	**Section No.4** **Page No.216** **Para No/Clause No.20.3.3**	The availability of the Buses shall be calculated on a shift(s) basis by dividing the number of Buses available for operations in the start of shift(s) as per the scheduled turn out time (as per Clause 20.3.1 and 20.3.2 above) by the total number of Buses contracted by the Authority under this Agreement multiplied by 100 (one hundred" ("Availability").	We request Authority to seek total annual fleet availability of 95% for the first three year and 90% thereafter for remaining contract period	No Change, As per RfP
	Section No.4			

Signature :-
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

156	**Page No.216** **Para No/Clause No.20.3.8**	Operator shall ensure refurbishment of Buses after 6 years from the date of COD. Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period relaxation in Guaranteed Availability up to 5% (five percent) is allowed. The technical team will inspect the buses before they are put in services after refurbishment of the Bus, if the bus is found not refurbished in showroom condition, such Bus will not be permitted for the operations.	Scope of refurbishment & tenure at which refurbishment is required to be decided by OEM and It is requested to remove the word Show room Condition as it is not possible to maintain showroom condition post running of 6 years.	No Change, As per RfP
157	**Section No.4** **Page No.220** **Para No/Clause No.20.10**	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in **Clauses 20.2 to 20.7** in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly Fees for that month.	All penalty/damages/fines amount shown in this RFP should be limited to a maximum of an amount of equal to Maximum 3% (Capped) of the monthly Fees.	No Change, As per RfP
158	**Section No** **Page No.227** **Para No/Clause No. SCHEDULE-I.(W)-J**	Depot yard lighting - high mast type, search lights, etc.	The Authority is responsible for providing Depot yard lighting - high mast type, search lights, etc. as per clause 6.1.3. We request that SCHEDULE-I be modified accordingly.	Amended
159	**Section No** **Page No.252** **Para No/Clause No.3.2.1.1.i**	a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.11 in any 6 (six) consecutive months or for aggregated 18 months during the period of the Agreement	Request to remove the point on aggregate period of 18 months during the period of the Agreement	No Change, As per RfP
160	**Section No** **Page No.325** **Para No/Clause No.Schedule-1,h**	**OPERATION AND MAINTENANCE REQUIREMENTS** Preparation of buses for periodic roadworthiness certification which includes all types of denting / painting of bus bodies / bus body items and operational functionality of chassis items and the bus as a whole	Repainting of bus and graphics replacement should not mandatory	No Change, As per RfP
161	**Section No** **Page No.325** **Para No/Clause No. SCHEDULE-I.a**	Daily washing and cleaning of buses.	Instead of washing & cleaning on daily basis propose to recommend washing of 30% of fleet and cleaning/mopping of 100% buses.	No Change, As per RfP
162	**Section No.Part VI** **Page No.326** **Para No/Clause No.SCHEDULE-I (W)**	Infrastructure and other requirements for repair and maintenance functions of Bus, such as: (i) Bus depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc. (ii) Other facilities as under: A. Washing facilities complete with washing machine, water storage and treatment facilities, etc., B. Charging infrastructure, C. Service pits / ramps etc., D. Painting facilities, E. Welding - electric arc and oxy-acetylene gas based, F. Tyre repair facilities, G. Air compressor and air inflation facilities, H. Utilities, administrative, accounts, stores, and other related facilities, and I. Breakdown van / recovery / towing vehicle etc. J.Depot Yard Lighting -highmast type,search ligth, etc.	**Request to authority Kindly Consider as** :Infrastructure and other requirements for repair and maintenance functions of Bus, such as: (i) Bus depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc. (ii) Other facilities as under: A. Washing facilities complete with washing machine, water storage and treatment facilities, etc., B. Charging infrastructure, D. Painting facilities,(if Required) E. Welding - electric arc and oxy-acetylene gas based, F. Tyre repair facilities,(Authority to provide exclusive infrastructure such as wheel alignment pit, tyre repair section for installation of tyre changer, workbench and tyre storage area) G. Air compressor and air inflation facilities, H. Utilities, administrative, accounts, stores, and other related facilities, and (Authority to provide adequate space as per standards followed) I. Breakdown van / recovery / towing vehicle etc.	No Change, As per RfP
163	**Section No** **Page No.330** **Para No/Clause No. SCHEDULE-L.3**	[Effluent Treatment Plant (ETP)] (if not already available at depot)	**It should be in the scope of the Authority if not available at depot** The Authority is responsible for providing ETP. as per clause 6.1.3. We request that SCHEDULE-L be modified accordingly.	No Change, As per RfP
	Section No.IV **Page No.330**	MAINTENANCE DEPOTS EQUIPMENT	**Request to authority Kindly Consider as:-** MAINTENANCE DEPOTS EQUIPMENT	

Signature :-
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

164	**Para No/Clause No.SCHEDULE-L**	MAINTENANCE DEPOTS EQUIPMENT The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.	MAINTENANCE DEPOTS EQUIPMENT The operator shall install the following Indicative list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The Indicative equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots. The following list shall be the bidder's own suggested list and as per OEM criteria.	No Change, As per RfP
165	**Section No** **Page No.364** **Para No/Clause No.3**	Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be **considered in un-capped category.**	We request the Authority to consider revising the clause on Data Unavailability (Deductible), proposing a deduction of 0.25% of the Monthly Fees for data availability below 98% in any month, with a maximum cap of 5% of the Performance Security. This approach ensures a balanced and proportionate penalty structure, aligning with operational realities while maintaining accountability	No Change, As per RfP
166	**Section No.** **Page No.366** **Para No/Clause No.Infraction**	Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.	All penalty/damages/fines amount shown in this RFP should be limited to a maximum of an amount of equal to Maximum 3% (Capped) of the monthly Fees.	No Change, As per RfP
167	**Section No.4** **Page No.381** **Para No/Clause No.1.2**	Schedule Z COMPREHENSIVE MAINTENANCE AGREEMENT In case of Termination of the Concession Agreement after COD and before the end of the Concession Agreement	Since OEM is already in the SPV for the entire duration of the contract, either directly or through bidding Associate so no separate agreement for the AMC is required with OEM as it is already under contractual obligations for Execution and performance of the project.	No Change, As per RfP

Signature :-
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<table>
<tr><th>SRN</th><th>Section No</th><th>Page No</th><th>Para No/Clause No</th><th>Description as per RFP</th><th>Queries /Clarification & Request for ammendment</th><th>CESL Comments</th></tr>
<tr><td>168</td><td>Sec-1</td><td>Page 3 of 6</td><td>Earnest Money Deposit</td><td>If Bidder is participating for more than one City, then cumulative sum of the required Bid Security mentioned above against each city shall be considered.

For Example, if bidder participates for Ahmedabad and Bengaluru, then EMD requirement shall be INR 28.21 Crores + 121.65 Crores = INR 149.86 Crores/-.

(EMD to be valid up to (bid validity+45 days) days from the date of techno-commercial bid opening)</td><td>We understand that cummalative EMD to be submitted if bidding for mutiple city, We request authority to clarify do EMD's shall be issued seperately for each city instead of Single cummlative BG ?

EMD Validity shall be from bid due date instead of days from the date of techno-commercial bid opening</td><td>No change, As per RfP</td></tr>
<tr><td>169</td><td>Sec-1</td><td>Page 3 of 6</td><td>Earnest Money Deposit</td><td><table><tr><th>City Name</th><th>EMD Requirement (In Cr)</th></tr><tr><td>Ahmedabad</td><td>28.21</td></tr><tr><td>Bengaluru</td><td>121.65</td></tr><tr><td>Delhi</td><td>87.93</td></tr><tr><td>Surat</td><td>15.10</td></tr><tr><td>Hyderabad</td><td>59.96</td></tr><tr><td>Total</td><td>312.86</td></tr></table></td><td>We understand considering the quantity of buses the EMD amount is defined, But it is huge amount for bidder to consideration.

Since EMD is used as security gaurantee for participation and authority interest it can be considered for reducing.

We recommend per bus Rs 50000 /- can be considered for emd payment or max Rs 100 Cr as per CESL PM Ebus Sewa Tender, We request not to follow linear calculation since it is huge amount for bidder to consider incase of EMD.</td><td>No change, As per RfP</td></tr>
<tr><td>170</td><td>Sec-4</td><td>Page 8</td><td>Table-2 Demand Incentives</td><td><table><tr><th colspan="3">Table-2: Milestones for release of payment for e-buses</th></tr><tr><th>Instalment No.</th><th>Milestones for release of instalment</th><th>Percentage of support to be released by MHI</th></tr><tr><td>1</td><td>After the issue of supply order and signing of agreement by STU with selected bidders; as mobilization advance</td><td>20%</td></tr><tr><td>2</td><td>On commencement of commercial operation of ebuses</td><td>30%</td></tr><tr><td>3</td><td>After 6 months of successful commercial operation of e-buses</td><td>25%</td></tr><tr><td>4</td><td>After 18 months of successful commercial operation of e-buses</td><td>25%</td></tr></table></td><td>Commencement in case of milestone release will be considered LOT wise or FCOD for release of subsidy payment.

We request for the following milestones:
1. 20% as mobilisation advance upon issue of LoA
2. 30% after the signing of Agreement with the STUs
3. 30% after commencement of CoD
4. 20% after 6 months of successful commercial operation from CoD

Request if BG against subsidy can be waived off since Performance Security is being submitted</td><td>No change, As per RfP</td></tr>
<tr><td>171</td><td>Sec-4</td><td>Page 9</td><td>Pt 2 - Demand Incentives</td><td>The Selected Bidder shall provide an advance Bank Guarantee (BG) for the release of an equivalent amount of Subsidy/grant. The Bank Guarantee should be furnished for an amount equivalent to the PM E-DRIVE subsidy/grant and in tranches corresponding to the lot(s) for which the subsidy/grant is to be disbursed to the Selected Bidder.

After bank guarantee of an amount equivalent to 100% of PM E-DRIVE grant is furnished and the entire fleet achieves successful commercial operation for a period of 18 months, the Bank Guarantee will be released in equal installments(20%) annually for a period of 05 years. The Bank Guarantee is to be furnished to the relevant STU(s)/City.</td><td>Since the release of BG in equal installments(20%) annually for a period of 05 years of last milestone will hit after 18 months of successful commercial operation of e-buses

What shall be validity period to be defined for intial BG's that was submitted against the subsidy disbursed at initial stage say during time of signing agreement. We request each milestone BG shall be released 20% annually from its date of issue with validity of 5 years each.</td><td>No change, As per RfP</td></tr>
<tr><td>172</td><td>Sec-4</td><td>Page 10</td><td>Pt 4 (4.1) - Concession Period</td><td>Concession Period : 12 years</td><td>We request to please clarify 12 years will be calculated for each lot COD or FCOD</td><td>No change, As per RfP</td></tr>
<tr><td>173</td><td>Sec-4</td><td>Page 15</td><td>Pt 8.2 (a) Consortium</td><td>Consortium of maximum 3 (three) members is allowed.</td><td>Considering the Size of Project, We request to allow 5 Member consortium for smoother execution,</td><td>No change, As per RfP</td></tr>
<tr><td>174</td><td>Sec-4</td><td>Page 15</td><td>Pt 8.2 (e) Consortium</td><td>In case of a Consortium, the Technical Qualification Criteria and Financial Qualification Criteria of only those Members will be evaluated, who have and shall continue to have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for up to 2 years from the Commercial Operation Date (COD) of the Project.</td><td>Request Authority to allow : shall continue to have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for up to <s>2 years</s> 1 (One) YEAR from the Commercial Operation Date (COD) of the Project.</td><td>No change, As per RfP</td></tr>
<tr><td>175</td><td>Sec-4</td><td>Page 16</td><td>Pt 8.3 (c) - SPV</td><td>The Selected Bidder can form only a single SPV for each Concession Agreement that shall be signed under this Project. In the interest of clarity, it is mentioned that only one SPV is allowed per Authority per Selected Bidder for signing the Agreement with the respective Authority and implementing the project.</td><td>In case of cities in same states like in PM- eBus Sewa Tender were allowed use same SPV for the state. if bidder chose to bid for same states cities shall be allowed form single spv.</td><td>No change, As per RfP</td></tr>
<tr><td>176</td><td>Sec-4</td><td>Page 19</td><td>Pt 9 (9.2) (II) D-1 Available Capacity</td><td>Available Capacity for Bus manufacturing and supply: Certificate from a CA confirming the available production capacity of E-buses and self-certification by the OEM on its letterhead clearly indicating the current commitments, production capacity and available capacity. In this context, bidder to fill the declaration as per Annexure-26 of the tender document and this certificate to be issued by CA with UDIN No.</td><td>We request authority to kindly also allow Chartered Engineer (CE) as authorized signatory to declare available production capacity of E buses.

We also request authority to clarify if an OEM is currently under stage of plant expansion and if such expansion can be self declared and included in OEM capacity.</td><td>No change, As per RfP</td></tr>
<tr><td>177</td><td>Sec-4</td><td>Page 19</td><td>Pt 9 (9.2) (III) D-2 Networth</td><td>Certificate from Statutory Auditor ensuring compliance with the Net worth requirement</td><td>Certificate from Statutory Auditor or Chartered Accountant (CA) ensuring compliance with the Net worth requirement. We request authority to kindly accept the requirement.</td><td>No change, As per RfP</td></tr>
<tr><td>178</td><td>Sec-4</td><td>Page 22</td><td>Pt 9 (9.2) Table 1 and Table 2</td><td>Table 1 (For D2 and E2 route) &
Table 2 (For D1 and E1 Route)</td><td>Based on calculation and comparison with previously conducted CESL PM-Ebus seva tender for per bus calculation we found the discrepeance in the TABLE shared by authority.

The corrected Table reference shall be as given below to match the requirements :

1) Table 1 (For <s>D2 E1</s> and E2 route)
2) Table 2 (For <s>D1 and E1</s> D2 Route)

Since D2 is MAAT category for OEM,

WE ALSO REQUEST TO NOT KEEP LINEAR VALUE FOR MAAT (D1) & NETWORTH REQUIREMENT (E1) & (E2), Since this linear calculation will attract lesser participants and impact the whole purpose of competitve bidding . We thus request to kindly reduce TOTAL MAAT and Networth Value

We recommend CESL PM E-bus Sewa E1 Critiera to be Rs 2559 Cr as Max Total and Incase of D2 Turnover Total Maximum Rs 429 Cr in Total for all cities.</td><td>Amended</td></tr>
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<td>179</td>
<td>Sec-4</td>
<td>Page 25</td>
<td>Pt 12. (12.1)

City wise variation</td>
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<table>
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<tr><th>12m</th><th>9m</th><th>12m</th><th>9m</th><th>12m</th><th>9m</th></tr>
<tr><td rowspan="2">Hyderabad</td><td>AC Nos.</td><td>-</td><td>-</td><td>60</td><td>-</td><td>-</td><td>-</td><td rowspan="2">2000</td></tr>
<tr><td>Non-AC Nos</td><td>815</td><td>100</td><td>1025</td><td>-</td><td>-</td><td>-</td></tr>
<tr><td>Surat</td><td>AC Nos</td><td>-</td><td>600</td><td>-</td><td>-</td><td>-</td><td>-</td><td>600</td></tr>
<tr><td>Ahmedabad</td><td>AC Nos</td><td>-</td><td>-</td><td>-</td><td>-</td><td>400</td><td>600</td><td>1000</td></tr>
<tr><td>Delhi</td><td>AC Nos</td><td>-</td><td>-</td><td>2500</td><td>300</td><td></td><td></td><td>2800</td></tr>
<tr><td rowspan="2">Bengaluru</td><td>AC Nos</td><td></td><td></td><td>300</td><td>100</td><td></td><td></td><td rowspan="2">4500</td></tr>
<tr><td>Non-AC Nos</td><td>-</td><td>-</td><td>3500</td><td>600</td><td></td><td></td></tr>
</table>
</td>
<td>Considering strength of bus quantity for each cities, It is recommended not to offer supply entirely to single bidder as no operator in position to raise funds to meet such huge investment.

We request to kindly consider variant wise split for the quantity distribution and L1 of such model shall be considered for evalaution instead of weighted average for that cities.

This will allow OEM to Onboard 2 different Operator for same cities (Operator can chose to bid for both model / single model) also Incase of OEM choose to bid directly they can quote for both model or single model where, L1 will be evaluated seperately for in same city.

Eg: Split Hyderabad 2000: Into
<table>
<tr><th colspan="4">Hyderabad</th></tr>
<tr><td>LOT 1</td><td>9M</td><td>100</td><td></td></tr>
<tr><td>LOT 2</td><td>12M</td><td>815</td><td></td></tr>
<tr><td>LOT 3</td><td>LF 9M</td><td>60</td><td></td></tr>
<tr><td>LOT 4</td><td>LF 12M</td><td>1025</td><td></td></tr>
<tr><td></td><td>Total</td><td>2000</td><td></td></tr>
</table>
</td>
<td>Amended</td>
</tr>
<tr>
<td>180</td>
<td>Sec 4</td>
<td>Page 26</td>
<td>Pt 12.2 (4)</td>
<td>CESL, and only CESL, retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part. To be clear, this right is not automatically passed on to Cities participating in this Tender.</td>
<td>We request CESL that this condition to be maintained and followed by cities authority, As in previous PM Ebus Seva tender it been noticed that state authority is deviating this condition.</td>
<td></td>
</tr>
<tr>
<td>181</td>
<td>Sec 4</td>
<td>Page 33</td>
<td>Pt 21.4</td>
<td>
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<tr><th>S. No.</th><th>Details</th><th>Timeline</th></tr>
<tr><td>1</td><td>Bid Due Date</td><td>T0</td></tr>
<tr><td>2</td><td>Issuance of LoCQ to Bidders (T1)</td><td>T1</td></tr>
<tr><td>3</td><td>Issuance of LoA by the Authority (T2)</td><td>T1 + 4 Weeks</td></tr>
<tr><td>4</td><td>Submission of performance security and signing of Concession agreement (T3)</td><td>T2 + 8 Weeks</td></tr>
<tr><td>5</td><td>Prototype testing and approval of the same (T4)</td><td>T3 + 8 weeks</td></tr>
<tr><td>6</td><td>Completion of conditions precedent and handover of depots by the STU/Authority (T5)</td><td>T3 + 16Weeks</td></tr>
<tr><td>7</td><td>Fit-out works completion and delivery of min 15% Buses qty (T6)</td><td>T5 + 8 Weeks</td></tr>
<tr><td>8</td><td>Delivery of minimum 40% Buses qty (T7)</td><td>T6 + 16 Weeks</td></tr>
<tr><td>9</td><td>Delivery of minimum 70% Buses qty (T8)</td><td>T7 + 16 Weeks</td></tr>
<tr><td>10</td><td>Delivery of 100% Buses qty awarded in the LOA</td><td>T8 + 16 Weeks</td></tr>
</table>
</td>
<td>We request authority to kindly consider below timeline for delivery of Buses
<table>
<tr><th>S. No.</th><th>Details</th><th>Timeline</th></tr>
<tr><td>1</td><td>Bid Due Date</td><td>T0</td></tr>
<tr><td>2</td><td>Issuance of LoCQ to Bidders (T1)</td><td>T1</td></tr>
<tr><td>3</td><td>Issuance of LoA by the Authority (T2)</td><td>T1 + 4 Weeks</td></tr>
<tr><td>4</td><td>Submission of performance security and signing of Concession agreement (T3)</td><td>T2 + 4 Weeks</td></tr>
<tr><td>5</td><td>Prototype testing and approval of the same (T4)</td><td>T3 + 12 Weeks</td></tr>
<tr><td>6</td><td>Completion of conditions precedent and handover of depots by STU/Authority (T5)</td><td>T3 + 16 Weeks</td></tr>
<tr><td>7</td><td>Fit-out works completion and delivery of min 15% Buses qty (T6)</td><td>T5 + 16 Weeks</td></tr>
<tr><td>8</td><td>Delivery of minimum 40% Buses qty (T7)</td><td>T6 + 16 Weeks</td></tr>
<tr><td>9</td><td>Delivery of minimum 70% Buses qty (T8)</td><td>T7 + 16 Weeks</td></tr>
<tr><td>10</td><td>Delivery of 100% Buses qty awarded in the LoA</td><td>T8 + 16 Weeks</td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
</td>
<td>No change, As per RfP</td>
</tr>
<tr>
<td>182</td>
<td>Sec-4</td>
<td>Page 33</td>
<td>Pt 21 (21.1)</td>
<td>The procurement of bus after the award of contract shall be subject to prototype approval by City (and/or any officials/agency nominated by City). The City (and/or any officials/agency nominated by City) 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. Bidder should provide testing certificates as per the requirement stated in Volume 1 with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules
including the CMVR Type Approval of the Electric bus offered on or before prototype bus inspection.</td>
<td>As per requirement given in this clause the CMVR Type Approval of the Electric bus to be offered on or before prototype bus inspection.

We request authority to please consider the CMVR type Approval of offered bus shall be arranged at the time of deilvery of buses along with Schedule- H test reports.

The timeline for prototype is 140 days from the date of LOCQ, where for any new model varaint offered by OEM the type approval timline may vary and may not be able to match proto inspection date. It is recommeded CESL authority to only visit and witness the bus is as per specification at the time of prototype and take trail run to kick start the production. Whereby OEM shall be made liable to meet all the test as per Schedule-H and CMVR type approval at the time of delivery of buses

If we consider PM-EBus Sewa and PM-Edrive ANNEXURE 18 - SELF-DECLARATION FOR TESTING CERTIFICATE, It specifically clarify that bidder will provide the bus type approval certificate (CMVR certificate), homologation certificate for the Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE at the time of delivery of vehicle.</td>
<td>No change, As per RfP</td>
</tr>
<tr>
<td>183</td>
<td></td>
<td>Page 33</td>
<td>Pt 21 (21.1)</td>
<td>The procurement of bus after the award of contract shall be subject to prototype approval by City (and/or any officials/agency nominated by City). The City (and/or any officials/agency nominated by City) 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. Bidder should provide testing certificates as per the requirement stated in Volume 1 with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules
including the CMVR Type Approval of the Electric bus offered on or before prototype bus inspection.</td>
<td>The Proto Inspection shall be standardized and shall be conducted by central nodal agency (I,e by CESL or CESL appointed 3rd Party Agency similar to PM- Ebus Seva).

In case of cities based authority proto inspection OEM should plan proto inspection for different cities which would be time consuming. Request to keep condition same as PM-Ebus Seva).</td>
<td>No change, As per RfP</td>
</tr>
<tr>
<td>184</td>
<td>Sec-4</td>
<td>Page 40 & 41</td>
<td>Depot Location - Pt 4 and Pt 5</td>
<td>Delhi and Bangalore Cities Depot List</td>
<td>For Banglore and Delhi unlike other cities the status of Upstream Electrical
Connection (Depot Voltage Level for Bus charging- 11/22/33 KV) & Status of Electricity
Upstream Connection has not been shared.</td>
<td>Amended</td>
</tr>
<tr>
<td>185</td>
<td></td>
<td>Page 57</td>
<td>Annexure 19</td>
<td>As per Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE
Scheme. or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable.</td>
<td>We request to consider ammendment as notified on 03rd March 2025 or As on Bid Due Date and delete clause which reads : as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable.

The reason being to meet PMP we follow based on available notice and any future major update/ammendment in the notice applicable will force OEM to comply with such changes that will lead to further delay in timlines to meet such change in condition such as vendor selection and supply chain</td>
<td>No change, As per RfP</td>
</tr>
<tr>
<td>186</td>
<td></td>
<td>Page 60</td>
<td>Annexure 21</td>
<td>ANNEXURE 21 - CERTFICATE REGARDING DECLARATION OF LOCAL CONTENT</td>
<td>Since there are mutiple varainats of product floated in this tender, OEM shall be allow to submit self declaration at the time of bidding to meet the local compliance and shall mandatorily provide CA certification at the time of Proto Inspection.</td>
<td>No change, As per RfP</td>
</tr>
<tr>
<td>187</td>
<td>Sec-4</td>
<td>Page 62</td>
<td>Pt 4.4 (a)</td>
<td>a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2
(b)), or, within the time period specified for the fulfilment of such Condition Precedent, 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 fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum</td>
<td>Incase of Authority Damages for Delay the capping is defined for not achieving condition precedent subject to a maximum of 20% (twenty per cent) of the Performance Security, Whereas no such capping is available for operator Damages for Delay in not achieving condition precedent as it will be maximum amount equal to Performance security.

We request authority to allow similar capping for Operator Default for condition precedent</td>
<td>No change, As per RfP</td>
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Signature :-
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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

188	**Sec-4**	**Page 63**	**Pt 5.1.5**	Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply") including all allied Electric and Civil Infrastructure and its maintenance along with service equipment, tools and facilities required as may be required for day- to dayoperations and maintenance of the buses .The Operator shall procure, install, operate and maintain adequate metering equipment for the Charging Infrastructure to accurately record throughout the term of this Agreement the electricity consumed for charging the Buses	Please clarify of Point of Supply is available till which location within Depot and how much distance from point of supply till charger location on an average shall be considered. **In the previous CESL PM-Ebus Sewa Tender the Power Supply at 415V only upto pillar of LT distribution transformer is made available by the authority ("Point of Supply") and the remaining power infrastructure upto the charges will fall under the scope of Operator.** It is requested authority to kindly make similar arrangement for the PM-Edrive tender as well	No change, As per RfP
189	**Sec-4**	**Page 63**	**Pt 5.1.7**	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations	**Number of Break Down Van** shall be as per OEM requirement. It will be OEM responsibility to assure minimum required break down van as per operational condition to be made available	No change, As per RfP
190	**Sec-4**	**Page 65**	**Pt 5.2 (5.2.2)**	The Operator shall submit to the Authority the drafts of all Project Agreements (to which the Authority is not a party) or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts.	We request authority please clarify what sort of all draft agreement is been discussed here in which authority is not a party, Any agreement of Bidder with any third party is its internal document and shall be not be submitted to the authority for any ammendment / replacement	No change, As per RfP
191	**Sec-4**	**Page 73**	**Pt 5.13 (t)**	Simulators for driver training (minimum 1 simulator for each city in which Operator has deployed Buses under the PM E-DRIVE scheme)	We request authority to delete the simulator based traing from the scope of operator. Real time base training will be provided to drivers.	No change, As per RfP
192		**Page 81**	**Pt 9.3**	Peformance Security : Calculated at approximately 3% (Three per cent) of the Total Project Cost.	This tender require huge capex investment and will be huge liability of bidder participating to executed the project. Considering such high value project authority shall consider options to reduce PBG applicable to support bidder financial arrangement, **It is therefore request to conisder 1% of Total Project Cost as PBG requirement**	No change, As per RfP
193	**Sec-4**	**Page 105**	**Pt 16.4.8 (b)**	Notwithstanding anything contained in Clause 16.4, if the Authority wishes to deploy a Bus on any route which requires the Bus to undergo opportunity charging at a location that is not a Maintenance Depot as per Schedule-A ("Opportunity Charging Stations"), then the Authority shall, at its cost, be responsible for procuring and providing to the Operator: (b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33 kV connection); and	We request authority kindly ammend clause as below keeping inline with reference to CESL PM- Ebus Seva Tender (b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33 kV connection); and substation if required upto 415V	No change, As per RfP
194	**Sec-4**	**Page 123**	**Pt 20.3.8**	Operator shall ensure refurbishment of Buses after 6 years from the date of COD. Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period relaxation in Guaranteed Availability up to 5% (five percent) is allowed.	Considering the size of contract , the **2 years windows shall be allowed for refurbishment of buses** , ie after 6th year from date of COD and till befor 8th years from the date of COD, with refurbishment period relaxation in Guaranteed Availability up to 10% (Ten percent) is allowed.	No change, As per RfP
195	**Sec-4**	**Page 130**	**Pt 22.1.2**	b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Annual Assured Kilometers – actual Bus Kilometers)) c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Annual Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Annual Assured Kilometers)) **For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a yearly basis.**	We request to keep same condition as of CESL PM-Ebus Sewa (II) tender where : For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a ~~yearly basis~~, **monthly basis**	No change, As per RfP
196	**Sec-4**	**Page 162**	**Pt 32.3 (32.3.1)**	Upon Termination on account of an Operator Default after COD, 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.	We request authority for Additional Termination Payment please consider and accept below clause : (a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and **(b) 85% (Eighty Five Percent) of the amount representing the Additional Termination Payment.**	No change, As per RfP
197	**Sec-4**	**Page 281**	**Schedule-V 13.6.1**	Delay in procuring the Prototype Bus : 0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10%(ten per cent) of the Performance Security	Delay in procuring the Prototype Bus : ~~0.5% (zero point five per cent)~~ **0.25% (Zero Point Two Five)** of the Performance Security for every week, or part thereof; subject to a maximum of ~~10%(ten per cent)~~**5% (Five Percent)** of the Performance Security	No change, As per RfP
198		**Page 293 (Vol III)**	**Pt 1**	The bus shall conform to the technical specifications mentioned in this Table 1 are applicable for following type of buses: 1.12m, 900 mm floor height Non-AC Bus 2.12m, Low Floor height AC & Non-AC Bus 3.9m, 900 mm floor height AC &Non-AC Bus 4.9m, Low Floor height AC & Non-AC Bus	Request authority to please clarify **defination of Low Floor Bus** , Will it be Low Entry or Full Low Floor Bus.	Amended / clarified
199	**Sec-4**	**Page 298 (Vol III)**	**Pt 18 (D and E)**	(D) Device to prevent the wheelchair roll off the sides when the length exceeds - As per AIS:153 (E) Device to lock wrapped up ramp - As per AIS:153	NA applicable as per AIS 153, Request to please delete this requirement	Amended
200	**Sec-4**	**Page 300 (Vol III)**	**Pt 19.7 (B)**	The gangway shall be as per UBS-II	For All Buses the clearance between the top of the wheel and the bus structure at both front and rear ends to be considered as per CMVR. The Gangway space at the front and rear wheel arches will be as per CMVR.	No change, As per RfP
201	**Sec-4**	**Page 302 STD & 320 BRT (Vol III)**	**Pt 24.3 (B) & 23.3 (B)**	As per AIS:052. Battery cut off (Total Three) -One manual near driver seat -One electronic on driver Dashboard area One at the rear compartment.	We request authority to consider only 2 type of cut off which serve the purpose Battery cut off (Total Three)- **FOR STD & BRT** -One manual near driver seat -One electronic on driver Dashboard area ~~One at the rear compartment.~~ -TO BE DELETED **FOR LOW FLOOR :** 1 manual near LV battery, 1 electronic on driver dashboard, 1 rear compartment	No change, As per RfP
202	**Sec-4**	**Page 307 STD & 320 (BRT)**	**Pt (26.13) & 25.14**	Fog Lighting - As per AIS:052/CMVR	Fog Lighting offered only for colder cities, Rest cities not required,	No change, As per RfP
203	**Sec-4**	**Page 307**	**Pt 27 (A)**	Type of window : Fixed (Pasted) glass windows for AC and Sliding glass windows for Non-AC bus.	For NON AC Buses the **sliding window requirement will be 1/3 fix , 2/3 sliding or As per OEM design, Need sliding type window details.**	No change, As per RfP
204	**Sec-4**	**Page 308**	**Pt 29**	Air conditioning system (HVAC to be provided according to Authority guidelines in colder cities)– test procedure for type approval	Request **HVAC required cities,** As most of the cities doesn't fall coldest cities	No change, As per RfP
205	**Sec-4**	**Page 257**	**Pt 8 and 9**	8. Voltage (pack and cell level) 9. Current (pack and cell level)	The following CAN parameter will be provided as below for given points : 8. Voltage (pack level) 9. Current (pack level)	No change, As per RfP
206	**Sec-4**	**Page 295**	**Pt 10**	Transmission : Automatic Transmission, as per manufacturers design	Direct Drive will be provided. Automatic Transmission NA	No change, As per RfP
207	**Sec-4**	**Page 296 & BRT Spec 12.2**	**Pt 12.2**	Multiplexing type -- As specified separately under ITS specifications and conforming to IP67. It should be as per UBS-II and AIS 153.	Request authority to delete IP67 rating, Mutiplexing type will meet UBS II & AIS 153	Amended
208	**Sec-4**	**BRT Spec**	**Pt 17**	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates Entry and exit Door: Power operated passenger door, JK type/ In- Swing door as per manufacturing design. - 3 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	In BRT Specification, The following information is important for meeting technical compliance and Seating Requirement **1) RAMP for Wheelchair shall be deleted, BRT Door shall be declared as entry door for Wheelchair.** **2) BRT Door and All Other doors Width, Height, Aparture shall be specified** **3) What is the exact distance/position of BRT door from Front required**	Amended

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

209	**Sec-4**	**BRT Spec**	**Pt 18.6 (E)**	Minimum seating capacity : For wheelchair compatible buses: iii. For 12-meter bus (35 seats + 1 wheelchair + Driver), iv. For 9-meter bus (25 seats + 1 wheelchair + Driver).	It will be **challenging to meet (35 seats + 1 wheelchair + Driver) in 12 M BRT and (25 seats + 1 wheelchair + Driver) in 9M BRT Buses** It is requested to kindly reduce the passenger seats requirement and also share BRT Door & Passenger Side Door dimension and position to decide possible number of seats with WC	Amended
210	**Sec 4**	**BRT Spec**	**Pt 25.9**	Entrance/Exit Guard/Step well guard: 800 mm minimum height extending ≥ 100 mm more than centre line of sitting position of the Passenger.	Request to give more clarification in this spec requirement for better understanding	Amended
211	**Sec 4**	**Page 307**	**Pt 25.12**	Towing device front/rear : As per UBS II / CMVR of Bus.	Towing device will be provided in front only	No change, As per RfP
212	**General**	**General**	**General**	Subsidy Consideration - Authority	We understand as per PM-Edrive Govt Resolution (GR), The subsidy to be passed on the the operator/bidder as per milestone defined. We request authority to please consider if the provision allow where you have an option that such **subsidy in the form of Grant can be passed on to the authority. Bidder/ Operator will quote its per KM rate without consideration of subsidy**.	No change, As per RfP

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APPENDIX A - PRE-BID CONFERENCE

Sr. No.	Section No. Page No. Para No/Clause No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks
213.	Section No. 2 Page No. 25 Para No. / Clause No. E, 5.1	Award criteria	Propose Splitting contract as per GFR rule 173 (xvi) & clause 7.5.5 of Manual for Procurement of Goods of GoI, which was earlier adopted by CESL in the NEBP tender for lot size of more than 1000 with a city viz Hyderabad, Delhi & Bangalore.	Amended
214.	Section No. 4 (Vol I) Page No. 25 Para No. / Clause No. 12.2.(3)			
215.	Section No. I Page No. 3 Para No. / Clause No. Bid Details	Bid Security/Earnest Money Deposit (EMD)	The Bid Security amount should be 1 (one) % of instead of 2 (two)% of estimated project cost as per clause 1.24 of Guidelines of Ministry of finance vide file no. 24(1)/PF.II/2006 dt. 18.5.2009 for PPP Projects.	No Change, As per RfP
216.	Section No. 2 Page No. 9 Para No. / Clause No. 2.4			
217.	Section No. 4 (Vol II) Page No. 126 Para No. / Clause No. 20.6	Breakdown: KPI clause 20.2 + Schedule S + C-12 clause 16.6.1	Three concurrent provisions of penalty for Breakdown Bus, Needs to keep one provision	No Change, As per RfP
218.	Section No. Schedule S Page No. 269 Para No. / Clause No. C-4 & D-2	Accident: KPI clause 20.6 & Operational infraction+ Schedule-S has provision of double penalty in accident case, Need to keep one provision	Two concurrent provisions of penalty for accidental Bus, Needs to keep one provision	No Change, As per RfP
219.	Section No. 4 Page No. 107 Para No. / Clause No. 16.6.1	In case of a 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 the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	Needs to rationalise time of attending Breakdown – Upto 30 min- Nil Penalty Above 2 hrs – 20 kMs.	No Change, As per RfP
220	Section – 4 Page No. 107 Para No/ Clause No. 6.6.3	In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the	The Provision is erroneous as circumstances of vandalism are beyond control of Operator. The toe-a way will depend upon police clearence. The bus may be required to be impounded by the police.	No Change, As per RfP

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220.		route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.		No Change, As per RfP
221	Section – 4 Page No. 122 Para No/ Clause No. 20.2.3	The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	The breakdown factor of 1.0 should be retained by CESL as per NEBP tender.	No Change, As per RfP
222	Section – 4 Page No. 127 Para No/ Clause No. 20.12	During the first 30 (thirty) days of Operations after the first Lot COD as per the Delivery Schedule, the Authority shall provide allowance of up to 25% of the respective Key Performance Indicators to the Operator except safety of operations as per Clause 20.6.	The Initial operation stabilisation Period should by three months. The damages for SLAs should be applicable only after three months of operations of lot COD.	No Change, As per RfP
223	Section – 4 Page No. 127 Para No/ Clause No. 20.10	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly Fees for that month.	The capping of damages for SLAs should be 5% so to that overall penalty does not exceed 10%.	No Change, As per RfP
224	Section - 2 Page No. 7 Para No/ Clause No. 2	Demand Incentive under the Scheme	BG for Demand incentive (Subsidy) - The provision of BG is lieu of subsidy for 100% amount should be dropped to get best discovered	No Change, As per RfP
225	Section – 4 (vol I) Page No. 22 Para No/ Clause No. 9	Table 1 (For D2 and E2 route) Table 2 (For D1 and E1 Route)	Table 1 9(II) D-2 should be corrected as 9 (II) E-1 Table 2	Amended

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PRE-BID CONFERENCE

Sr. No.	Section No. Page No. Para No. / Clause No.	Description as per RfP	Queries / Clarification of the bidder	notes	Remarks
226	**Section No. 4** **Page No. 17** **(PDF Page No. 110)** **Volume 1, Para / Clause 9.2 (A)**	**Bid Criteria on Existence** The bidders should be in existence at least from the last 3 years from the date of issuance of NIT. *(In the case of consortium, this condition is to be fulfilled by all the members of consortium individually).*	Proposed deletion of clause.	This would be restrictive for new investors who are looking to participate in the tender / enter the market as the investor will seek to create a new holding company to bid for GCC contracts.	No Change, As per RfP
227	**Section No. 4** **Page No. 21** **(PDF Page No. 114)** **Volume 1, Para / Clause No. 9.2 (E-2)**	**Financial Qualification Criteria** Clause 9.2 (E-2): The minimum net worth of the Bidder at the close of the preceding FY shall not be less than the amount specified in Table 1. In case of consortium, the collective Net worth will be considered only of members holding more than 26% shareholding.	**Proposed modification of clause (changes in orange)** Clause 9.2 (E-2): The minimum net worth or Assets Under Management (AUM) of the bidder at the close of the preceding FY shall not be less than the amount specified in Table 1. In case of consortium, the collective Net worth or AUM, as applicable, will be considered only of members holding more than 26% shareholding. "**Assets Under Management (AUM)"** shall mean the market value of the assets managed by self or on behalf of Investors. The committed capital available for the immediate deployment shall also be considered for AUM subject to Statutory Auditor certifying to this effect.	For AIF which is established under a trust structure, net worth is not a relevant criterion; instead Assets Under Management (AUM) is proposed to be considered which can be considered akin to net worth for AIF. This proposal has precedence in Roads Toll-Operate-Transfer (TOT) bids. Refer Section 2.2.2 (B) on page 31 of the TOT RFP.	No Change, As per RfP
228	**Section No. 4** **Page No. 6** **(PDF Page No. 99)** **Volume 1, Para / Clause No. 1.1**	**Associate / Parent definition** **"Associate/ Parent"** means a Company that either directly or indirectly controls or is controlled or is under common Control (sister concern) with a Bidder and hereinafter is referred to as Associate or Parent, as the case maybe.	**Proposed modification of definition (changes in orange)** **"Associate/ Parent"** means a Company or an Alternative Investment Fund (AIF) that either directly or indirectly controls or is controlled or is under common Control (sister concern) with a Bidder and hereinafter is referred to as Associate or Parent, as the case maybe.	In case of infrastructure funds structured as AIFs, the investee company of an AIF may seek to rely on credentials of AIF in which case Associate / Parent would be an AIF and not a Company. AIF is already allowed to be a Bidder under PM e-Drive Scheme Tender. Similar precedence exists in smart meter bids where Affiliate or Parent can be an AIF – Refer Section 3 Part A, Definitions 1.1 (a) and 1.1 (aa) on Page 29 and 31 respectively of the Model Standard Bidding	No Change, As per RfP
229	**Section No. 4** **Page No. 17** **(PDF Page No. 110)** **Volume 1, Para / Clause No. 8.3 (f) and 8.3 (g)**	**Lock-in obligation for Affiliate and / or Parent** Clause 8.3 (f): Notwithstanding the provisions of above, the Selected Bidder shall ensure, that in the event it has been selected for the Project on the financial capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the	**Proposed modification of clause (changes in orange)** Clause 8.3 (f): Notwithstanding the provisions of above, the Selected Bidder shall ensure, that in the event it has been selected for the Project on the financial capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the	After COD, continuation of Associate / Parent relationship should not be required as the obligation of equity commitment and supply of buses has been completed and operations have commenced. The proposed change is still more stringent than smart meter RFP where the Associate / Parent relationship has to continue only till execution of the contract. Refer Section 2, Clause 7 on	No Change, As per RfP

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Sr. No.	Section No. Page No. Para No. / Clause No.	Description as per RfP	Queries / Clarification of the bidder	Remarks	
230		successful bidder, for at least three years from COD (as defined in the Agreement). Clause 8.3 (g): Further, Selected Bidder shall also ensure, that in the event it has been selected for the Project on the technical capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the Selected Bidder, till the end of the Agreement.	successful bidder, till ~~for at least three years from COD (as defined in the Agreement).~~ Clause 8.3 (g): Further, Selected Bidder shall also ensure, that in the event it has been selected for the Project on the technical capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the Selected Bidder, till COD ~~the end of the Agreement~~.	Page 19 which mentions that where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Sole Bidder or a Member in a Bidding Consortium, as the case may be, the Sole Bidder or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the execution of the AMISP Contract.	No Change, As per RfP
231	**Section No. 4** **Page No. 194, 77, 15 (PDF Page No. 287, 170, 108)** **Volume 2, Definitions and Para / Clause 7.1 (k);** **Volume 1, Para / Clause No. 8.2 (f)**	**Change in Ownership** Volume 2, Definitions: **"Change in Ownership"** means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 2 (two) years from the COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period. Any direct and/or indirect transfer of legal or beneficial	**Proposed modification of definition and clause (changes in orange)** Volume 2, Definitions: **"Change in Ownership"** means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below ~~(i) 51% (fifty one per cent) thereof till~~ the completion of 2 (two) years from the COD ~~and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period. Any direct~~ and/or indirect transfer of legal or beneficial	□ An AIF is a limited life fund and it has to mandatorily exit all its investments before end of fund life as per SEBI regulations. Hence will not be able to retain 26% ownership till the duration of the contract which is 12 years from COD. Hence, it is requested to limit the equity lock-in restriction to 51% till two years from end of COD. □ It is also to be noted that approval for any change in ownership of 25% or more is still required from the Authority from a national security and public interest perspective under Clause 5.3.2 of the Agreement. □ Proposed equity lock-in restriction has precedence in TOT bid document. Refer Section 2, Clause 2.1.15 (g) (v) of page 21 of the TOT RFP which mandates	No Change, As per RfP

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232		ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership; Volume 2, Clause 7.1 (k): The Operator represents and warrants to the Authority that it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 2 years from COD and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period.	ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership; Volume 2, Clause 7.1 (k): The Operator represents and warrants to the Authority that it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 2 years from COD ~~and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposed of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period~~.	members of the Consortium to undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid-up equity of the SPV at all times until the second anniversary of the Appointed Date of each of the project under the bundle.	No Change, As per RfP
233		Volume 1, Clause 8.2 (f): No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till the expiry of the Contract Period.	Volume 1, Clause 8.2 (f): No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till ~~the expiry of the Contract Period two years from COD~~.		No Change, As per RfP
234	**Section No. 4** **Page No. 23 and 19-20 (PDF Page No. 116 and 112-113)**	**Who can meet the Technical Qualification Criteria** Clause 9.6: The Bidder may seek qualification based on technical and financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria. Clause 9.2 (E-1): The bidder must have either	**Proposed modification of clause (changes in orange)** Clause 9.6: The Bidder may seek qualification based on technical and financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria. Clause 9.2 (E-1): The bidder or its Parent or Associate as	□ Since the bidder is allowed to rely on Parent / Associate's credentials, a clarificatory change is proposed in Clause E-1 for allowing Parent / Associate to also leverage the credentials of project companies held by them, in addition to the Bidder. □ Similar precedence exists in smart meter RFP	

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	Volume 1, Para / Clause No. 9.6 and 9.2 (E-1)	Clause 9.2 (E-1): The bidder must have either implemented such projects itself or must have held directly or indirectly at least twenty-six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation.	Clause 9.2 (E-1): The bidder or its Parent or Associate, as the case may be (in case Bidder is seeking to rely on technical qualification of its Parent or Associate), must have either implemented such projects itself or must have held directly or indirectly at least twenty-six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation.	□ Similar precedence exists in smart meter RFP. Refer Section 2, Clause 8.3 (c) on page 26 of the Model Standard Bidding Document for Smart Meters. It mentions that Technically Evaluated Entity must have either executed itself/ paid for such projects or must own at least 26% of the shareholding in the company that has executed the project(s) up to the date of commissioning of such project. The Technically Evaluated Entity may be the Sole Bidder or the Lead Member of a Consortium or an Affiliate or Parent of	No Change, As per RfP

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Sr. No.	Section No. Page No. Para No. / Clause No.	Description as per RfP	Queries / Clarification of the bidder	Remarks	
235	**Section No. 4** **Page No. 43** **(PDF Page No. 136)** **Volume 1, Annexure-E**	**Confirmation of OEM to CESL by the Selected Bidder** (d) Ensure that we will provide CESL a written confirmation confirming the name of the OEM(s) that will supply the Buses under the Concession Agreement within 15 days of receipt of LOA from the Authority.	**Proposed modification of Annexure (changes in orange)** (d) Ensure that we will provide CESL a written confirmation confirming the name of the OEM(s) that will supply the Buses under the Concession Agreement within ~~1545 days of receipt of LOA from the~~ Authority.	□ Since the bidders seeking qualification under Route E would rely on third party OEM, it is important to have sufficient time to be given for OEM selection post Letter of Award. This will result in bus procurement on more competitive terms which should subsequently reflect in better PK Fees quote by the Investor.	Amended
236	**Section No. 4** **Page No. 38-41** **(PDF Page No. 131- 134)** **Volume 1, Annexure C**	**Depot Details**	While voltage level of upstream power connection at Depot has been provided for Ahmedabad and Surat, please provide it for all depots of Hyderabad, Delhi and Bengaluru as well	□ Power connection at Depot provided by the Authority shall be necessary to determine capex requirements for behind the meter infrastructure.	Amended
237	**Section No. 4** **Page No. 17** **(PDF Page No. 110)** **Volume 1, Para / Clause 9.1**	**Qualification Routes** A Bidder/entity (i.e. any member of consortium) can only opt for one of the routes (either as D1 & D2 or E1 & E2) mentioned below in the Qualification Criteria.	**Proposed modification of clause (changes in orange)** A Bidder/entity (i.e. any member of consortium) can only opt for one of the routes (either as D1 & D2 or E1 & E2 or D1 & E2 or E1 & D2) mentioned below in the Qualification Criteria.	□ Investor may seek to form a consortium with an OEM for the bid. In this case, the technical qualification can be met by OEM (who would rely on route D1) and financial qualification may be met by the investor (for which under route E2). Hence the request for the proposed change.	Amended
238	**Various**	**Modifications to format of documents to be submitted**	Notes:	□ AIFs do not have a concept of board resolutions and this is a broader clarification that authorizations which	No Change, As per RfP
239			1. Any reference to 'board resolutions' under this RFP (including the Annexures) shall be deemed to mean and include reference to other authorisations as required under the AIF's organizational documents. 2. Any reference to certification by Company Secretary or any Whole-time Director / Manager under the RFP (including the Annexures) shall be deemed to mean and include reference to certification by duly authorised official/ representative of an AIF in accordance with its organizational documents. 3. Any reference to 'Company' under the RFP shall be deemed to mean and include reference to AIFs (as applicable).	are part of an AIF construct are to be treated in a like and same manner as a board resolution, and that requisite certifications can be done by the authorized representatives of the AIF. In this regard, global note can be added in the RFP as mentioned. □ Similar precedence exists in Smart Meter bid document where the formats for submitting board resolutions has the following footnote: The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Sole Bidder, each Member of the Bidding Consortium. Further, in case of an AIF, an undertaking by the competent authority, based on delegation of authority accorded by the Fund/ board resolution of its investment manager can be submitted. (Refer Form 19, page 109 and 110 of the RFP)	No Change, As per RfP

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S. N.	RFP Section	Page No	Existing Clause	Proposed Clause (changes highlighted in red font)	Rationale	CESL Comment
240	9.2 (A)	110	The bidders should be in existence at least from the last 3 years from the date of issuance of NIT.	This clause is proposed to be deleted	The bid already provides for detailed technical and financial qualification criteria. If we were to consider a case where a group qualifies all of the requirement under the technical and financial qualification criteria, however, its internal policies require it to set-up new group entity to participate in each bid; a bidder who is otherwise eligible, would automatically get disqualified. This would be an unintended consequence of this clause. This clause also prevents any new entrant from participating in the bid which restricts competition and could be detrimental to the growth of a sunrise sector.	No change, As per RfP
241	9.2 (C)	111	Bidder and all members of the Consortium must be either: A company incorporated in India under or prior to the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time) OR ……	Bidder and all members of the Consortium must be either: A company incorporated in India under or prior to the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time) or a company or a body corporate under the laws of a country other than India OR ……	The suggested edits restrict foregin investors from participating directly in the bid. Our proposed change helps ease out the procedural requirements (as noted below) in setting-up multiple entities in India for participating in the bids. Basis the existing language in RfP: (i) The bidders [whether a single bidder (other than an OEM) or a consortium] are mandatorily required to set-up SPVs (Project Implementing Entities) to execute the Concession Agreement and implement the Project. (ii) Where a foreign financial institution is interested in participating in the bid, it would be required to necessarily set-up a company in India to act as the bidder. If its bid is succesful, it would then be required to set-up another company to act as the Project Implementing Entities.	No change, As per RfP
242	Definitions	99	"Bidder(s)" shall mean individual entity or a Consortium of entities, as the case maybe, bidding in response to this RfP.	Inclusion of Foreign Company "Bidder" shall mean individual entity (including a foreign company) … foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin; "A foreign company can also participate on standalone basis or as a member of consortium at the Rfp stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company before signing of Concession Agreement. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.	Foreign Company are allowed to act as a Bidding company in both Standalone and as member of consortium in SECI tender (Any RFS floated by SECI, a Govt of India entity, can be referred for the same). Please note, this will broad base the investor base for the sector. Same will help in tapping global funds for investment in the sector, who can bring in global best practices. Further, RBI Master Direction (Attached alongwith NDI Gazette Notification for reference) provides the following in relation to FDI and automatic route: "5.2.3 Foreign investment is permitted up to 100% on the automatic route, subject to applicable laws/rules/regulations, security and other conditionalities, in sectors/ activities not listed in Schedule I of the NDI Rules and not prohibited under Para (2) of Schedule I of the NDI Rules. This condition is not applicable for activities in financial services." As E Mobility is not listed or not prohibited under paragraph (2) of Schedule I of the NDI rules it comes under automatic route of approval where 100% FDI is allowed.	No change, As per RfP
243	Schedule G (Delivery	322	Within [] weeks from the signing of Concession Agreement Date	Within [] weeks from the completion of Condition Predents under the Concession Agreement	The Concession Agreement specifically provides for the Concession Agreement to be effective only on the completion of all Condition Precedents. However, where it comes to delivery of buses, the timelines in Schedule G today link the obligation to the signing of the Concession Agreement. We propose that the timeline of delivery of buses should be linked to completion of Condition Predecents instead.	No change, As per RfP
244	Definitions	284	"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring: (a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date; (b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and (c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)9 thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made;	"Adjusted Equity" means the amounts funded by the Bidder(s) in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring: (a) on or before COD, the Adjusted Equity shall be a sum equal to the amounts funded by the Bidder(s) in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date; (b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and (c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)9 thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made;	The bidders [whether a single bidder (other than an OPEM) or a consortium] are mandatorily required to set-up SPVs (Project Implementing Entities) to execute the Concession Agreement and implement the Project. The capital funding by the bidders into the SPVs would typically be in the form of a mix of equity shares, preference shares and debentures / loans. As the definition stands today, a portion of the capital funded by the bidders into the SPVs would be completely ignored for the purpose of the definition of "Adjusted Equity" which will impact the calculation of Termination Payments.	No change, As per RfP
245	8.2 (e)	108	In case of a Consortium, the Technical Qualification Criteria and Financial Qualification Criteria of only those Members will be evaluated, who have and shall continue to have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for up to 2 years from the Commercial Operation Date (COD) of the Project.	In case of a Consortium, the Technical Qualification Criteria and Financial Qualification Criteria of only those Members will be evaluated, who have and shall continue to have subscribed and paid-up equity share capital ~~Subscribed and Paid-up Equity Share Capital~~ of at least 26% (twenty-six percent) each in the SPV for up to 1 year from the Commercial Operation Date (COD) of the Project.	Subscribed and Paid-up Equity Share Capital is not a defined term. Further, proposed 'subscribed and paid-up equity share capital' is in line with SECI documents for renewable tenders **(Note to draft: Above change is to be reflected across the document)** In SECI tender, similar provision is applicable in case support of Parent / Associate/ Affiliate(s) has been used to meet the eligibility / qualification criteria. Further, it may be noted that such Parent/ Associates/ Affiliates, by way of providing commitment to infuse equity in case same has not been met by the Bidder, ensures that all the requisite equity requirement for the project are being met and in turn ensure execution of the project. Accordingly, we request CESL to align the requirement from Parent/ Associate/ Affiliate and remove the requirement related to shareholding in Bidder. Bidder should demonstrate control in SPV till COD+1 year to ensure stabilization of the project. Furthermore, restrictions surounding exit provisions would impact the number of Bidders participating in the tender process and reduce the overall competitive dynamics	
246	8.2 (f)	108	No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till the expiry of the Contract Period.	No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty six per cent) of the subscribed and paid-up equity share capital ~~Subscribed and Paid-up Equity Share Capital~~ for up to 1 year from the Commercial Operation Date (COD) of the Project.		
247	8.3(d)	109	The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Agreement; and that the Selected Bidder (or the Consortium members), shall hold not less than 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of this Agreement and for a period of 2 (two) years from the date of Commercial Operations Date (COD) as defined in the Agreement.	The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Agreement; and that the Selected Bidder (or the Consortium members), shall hold not less than 51% (fifty-one per cent) of its subscribed and paid-up equity share capital ~~Equity~~ on the date of this Agreement and for a period of 2 (two) years from the date of Commercial Operations Date (COD) as defined in the Agreement.		
248	11.2 (a)	117	(ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if theshareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary	(ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity share capital ~~shareholding~~ of such intermediary		

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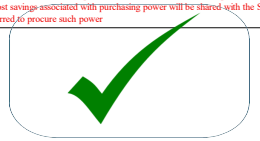
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

249	7.1(k)	170	The Operator represents and warrants to the Authority that: (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 2 years from COD and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period.	The Operator represents and warrants to the Authority that: ... (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its subscribed and paid-up equity share capital ~~issued and paid up Equity~~ till the completion of 1 year from COD ~~and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period.~~		No change, As per RfP
250	Article 43: Definition	287	"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 2 (two) years from the COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership;	"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 1 year from the COD ~~and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership~~;		
251	5.3.1	160	The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.	The Operator shall not undertake or permit any Change in Ownership, except with the prior written ~~approval of~~ intimation to the Authority.		
252	5.3.2	160	Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that: (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty-five per cent) or more of the total Equity of the Operator; or (b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority pursuant to this Clause 5.3.2 hereunder shall be limited to a 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 from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Selected Bidder (or Lead Member in case of a consortium) or its holding company by another entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.	Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that: (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty-five per cent) or more of the total Equity of the Operator; or (b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior intimation to the Authority, to which the Authority may object in writing from national security and public interest perspective within 30 days of such intimation, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator pending any objection by the Authority. For the avoidance of doubt, it is expressly agreed that objection of the Authority pursuant to this Clause 5.3.2 hereunder shall be limited to a national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously and shall work with the Operator to address the objections of the Authority. It is also agreed that the Authority shall not be liable in any manner on account of such objection and such objection thereof shall not in any manner absolve the Operator from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Selected Bidder (or Lead Member in case of a consortium) or its holding company by another entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and Authority shall have the authority to object in accordance with the provisions of this Clause 5.3. In the event the Authority denies its objects to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.		
253	Eligibility Criteria E-1	112	The Bidder over the last 5 (five) financial years preceding the Bid Due Date, have a) paid for, or received payments for, construction of Eligible Project(s); and/ or b) paid for development of Eligible Project(s); and/ or c) collected and appropriated revenues from Eligible Project(s) such that the sum total of the above is more than the amount specified in Table 1. Fulfilling the Technical Qualification Criteria of the City with higher technical requirements (as per Table 1) amongst the Cities in which the bidder has participated will lead to fulfillment of the Technical Qualification Criteria for the other Cities having lower technical requirement. Technical Capacity of the bidder can be reused for fulfillment of the Technical Requirements. The bidder must have either implemented such projects itself or must have held directly or indirectly at least twenty-six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation. (In the case of consortium, this condition is to be fulfilled by all the members of consortium collectively).	The Bidder over the last 5 (five) financial years preceding the Bid Due Date, have a) paid for, or received payments for, construction of Eligible Project(s); and/ or b) paid for development of Eligible Project(s); and/ or c) collected and appropriated revenues from Eligible Project(s) such that the sum total of the above is more than the amount specified in Table 1. Fulfilling the Technical Qualification Criteria of the City with higher technical requirements (as per Table 1) amongst the Cities in which the bidder has participated will lead to fulfillment of the Technical Qualification Criteria for the other Cities having lower technical requirement. Technical Capacity of the bidder can be reused for fulfillment of the Technical Requirements. The bidder must have either implemented such projects itself or must have held directly or indirectly at least twenty-six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation. Alternatively, the criteria could be substantiated basis the consolidated financial statements of the ultimate parent entity of the group. For this purpose, ultimate parent entity is the entity which will consolidate the financial statements of the Bidder entity. (In the case of consortium, this condition is to be fulfilled by all the members of consortium collectively).	As mentioned earlier, foreign Company are allowed to act as a Bidding company in both Standalone and as member of consortium in SECI tender (Any RFS floated by SECI, a Govt of India entity, can be referred for the same). This will broad base the investor base for the sector. Same will help in tapping global funds for investment in the sector, who can bring in global best practices. In order to enable serious foreign players participate in this bid, foreign groups with consolidated balance sheet meeting the eligibility criteria should also be allowed to participate in the bid. Along with the audited balance sheet of this entity, in order to confirm the eligibility, local Chartered Accountant firms should be allowed to review the consolidated audited balance sheets to confirm compliance with the eligibility criteria. The notes to the certificate provide for additional checks to be done by the Chartered Accountant, which may not be necessary: 1. As per the accounting principles, an entity can only consolidate financial statements of its subsidiaries which meets the relevant ownership / control criteria. Further, the requirement to consolidate is already a part of the audit process. So, this need not be undertaken again by the Chartered Accountant (as it may elongate the overall process). 2. The financial years for entities may be different if they are based out of different jurisdictions. Hence, we have made suitable amendments.	No change, As per RfP
254	Eligibility Criteria E-1	112	Statutory Auditor confirming compliance with the required condition of this RfP as per Annexure 14B of Section 6. AND Bidder needs to submit the proof of work order/ agreement or any other documentary evidence that can substantiate that the work have been awarded to the bidder.	Statutory Auditor or a Chartered Accountant confirming compliance with the required condition of this RfP as per Annexure 14B of Section 6. AND Bidder needs to submit the proof of work order/ agreement or any other documentary evidence that can substantiate that the work have been awarded to the bidder.		
		500	**Notes:** 1. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid. 2. In case Bidder or a Member of Consortium takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Associate.	**Notes:** 1. Audited consolidated annual accounts of the ultimate parent of the Bidder may be used for the purpose of financial criteria ~~provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts~~ and provided ~~further~~ that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid. 2. In case Bidder or a Member of Consortium takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Associate. Where the financial years are different, only financial statements with the same financial years can be aggregated together.		
255	2 - Bank Guarantee	102	**Bank Guarantee** The Selected Bidder shall provide an advance Bank Guarantee (BG) for the release of an equivalent amount of Subsidy/grant. The Bank Guarantee should be furnished for an amount equivalent to the PM E-DRIVE subsidy/grant and in tranches corresponding to the lot(s) for which the subsidy/grant is to be disbursed to the Selected Bidder. After bank guarantee of an amount equivalent to 100% of PM E-DRIVE grant is furnished and the entire fleet achieves successful commercial operation for a period of 18 months, the Bank Guarantee will be released in equal installments(20%) annually for a period of 05 years. The Bank Guarantee is to be furnished to the relevant STU(s)/City.	~~**Bank Guarantee**~~ ~~The Selected Bidder shall provide an advance Bank Guarantee (BG) for the release of an equivalent amount of Subsidy/grant. The Bank Guarantee should be furnished for an amount equivalent to the PM E-DRIVE subsidy/grant and in tranches corresponding to the lot(s) for which the subsidy/grant is to be disbursed to the~~ ~~Selected Bidder.~~ ~~After bank guarantee of an amount equivalent to 100% of PM E-DRIVE grant is furnished and the entire fleet achieves successful commercial operation for a period of 18 months, the Bank Guarantee will be released in equal installments(20%) annually for a period of 05 years. The Bank Guarantee is to be furnished to the relevant STU(s)/City.~~	We propose deletion of this clause as the the Subsidy delivery mechanism should be between the OEM and the state entity. The Bidder should not have any touch points in this exchange as they do not have visibility on the compliance mechanisms and testing required to be performed to meet the Subsidy eligibility criteria	No change, As per RfP
256	22.5 - Electricity Op	226	N.A	Propose to insert the following: The Operator shall have the right to procure electricity from any source it deems acceptable provided that, in the event the Operator is able to secure power at a rate lower that the rate it purchases power from the STU, 50% of the cost savings associated with purchasing power will be shared with the STU net of any one time capex incurred to procure such power	The Operator should have the right to procure electricity from he most inexpensive source of power it can secure. We believe this would incentive both the ecosystem and STU and are open to a construct whereby savings realized by the Operator are shared with the STU	Amended



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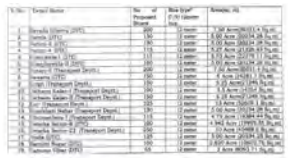
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

257	22.5.1	226	The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator. The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff (including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM)to be done annually subject to allowed energy consumption as defined in 22.5.2	The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering ~~dedicated for the operator~~ which shall be in the name of the Operator . The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff (including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM)to be done annually subject to allowed energy consumption as defined in 22.5.2	The Operator should have the right to procure electricity from he most inexpensive source of power it can secure. We believe this would incentive both the ecosystem and STU and are open to a construct whereby savings realized by the Operator are shared with the STU.	Amended
258	Annexure C: Depot D	133-134		CESL to include the Required Source load (11/22/33KV) at each depot for Delhi and Bengaluru	The Bidder needs to understand the power infrastructure at each depot in order to assess the step-down requirement	Depot details are updated
259	5.1.4	156	Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the design, engineering, procurement, installation and Operation and Maintenance of the Charging Infrastructure and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder	Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the design, engineering, procurement, installation and Operation and Maintenance of the Charging Infrastructure (excluding infrastructure in relation to the provision of a 415 V line which shall be the the responsibility of the Authority and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder	The Authority has already identified the depots and is in the best position to construct the step-down infrastructure to ensure quick deployment	No change, As per RfP
260	22.5.2	226	The Parties agree that allowed energy consumption or energy efficiency at the fleet level for the bus lot shall be [●] ("Allowed Energy Consumption" for Lot). For the avoidance of doubt, the sample Allowed Energy Consumption calculation is as follows:	The Parties agree that allowed energy consumption or energy efficiency at the fleet level for the bus lot in a given city shall be [●] ("Allowed Energy Consumption" for Lot). For the avoidance of doubt, the sample Allowed Energy Consumption calculation is as follows:	Energy efficiency will vary between cities. By enabling a flexibile efficiency mechanism Bidders will be able to make more informed proposals resulting in better price discovery	No change, As per RfP
261	16.6.1	200/107	In case of a 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 the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	In case of a 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 the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour. Damages payable under this Clause 16.6.1 shall be aggregated as part of the Damages payable under Clause 20.10 and, for the avoidance of doubt, subject to the same cap of 10% of Monthly Fees.	The principle behind this clause should be similar to the availibility/Trip completion KPI's. Operator should not pay a penalty twice for the same infraction.	No change, As per RfP
262	16.6.3	200/107	In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within 1 (one) to 3 (three) hours of such occurrence, failing which Operator shall be liable to pay Damages of 20 kms deduction for each such incident. The Operator shall, on a best effort basis provide a replacement Bus to complete the route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.	In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within 1 (one) to 3 (three) hours of such occurrence, ~~failing which Operator shall be liable to pay Damages of 20 kms deduction for each such incident~~. The Operator shall, on a best effort basis provide a replacement Bus to complete the route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.	We propose removal of Damages in this clause 16.6.3. Passenger related unrulyness or vandalism should not penalize the Operator	No change, As per RfP

Sharma sir

Signature :-
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Sr No.	Section No. Page No. Para No/Clause No.	Description as Per RfP	Queries / Clarification of the bidder		Remarks
263	SECTION-4 Volume 1 – ITB 12 5.8	**Number of Bids by Bidder:** For a particular City, no Bidder, its Associate or any of consortium members or their associates shall submit more than one Bid for each **City** pursuant to this RfP. For **each City** any Bidder applying individually as single Bidder or a part of a consortium shall not be entitled to submit another Bid either individually or as member of another consortium, directly or indirectly through an associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.	**Number of Bids by Bidder:** For a particular City, no Bidder, its Associate or any of consortium members or their associates shall submit more than one Bid for **each City wise Bus Model** pursuant to this RfP. For **each City wise Bus Model** any Bidder applying individually as single Bidder or a part of a consortium shall not be entitled to submit another Bid either individually or as member of another consortium, directly or indirectly through an associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.		Amended
264	SECTION- 2 (ITB) Page 13 of 32 2.4 - 3	Average Turn Over - **85%** of total ATO as required for general bidders	Request the Authority for relaxation in Norms for MSE's Average Turn Over - **25%** of total ATO as required for general bidders		GoI guidelines for MSEs shall apply
265	SECTION-4 Volume 1 – ITB 25 12.2 - 1	**Bidding Conditions:** Each City shall have only one Selected Bidder.	Request the Authority to split the Order with respect to the City wise Bus Model and also in the ratio to diffeent bidders matching L1 1. 60:40 for Qty between 500 to 1000 buses 2. 40:30:30 0r 50:30:20 for orders above 1000 buses	Enabling wider participation in the bidding process	Amended
266	SECTION-4 Volume 1 – ITB 25 12.2 - 2	**Bidding Conditions:** The Bidder may participate in the Bid for any number of Cities. It is mandatory for the bidder to bid for all type of buses in the city in which bidder is bidding for.	**Bidding Conditions:** The Bidder may participate in the Bid for any number of Cities. ~~It is mandatory for the bidder to bid for all type of buses in the city in which bidder is bidding for.~~ Request to eliminate this clause	Enabling wider participation in the bidding process	Amended
267	SECTION-4 Volume 1 – ITB 18 9 (II) - D1 - 1	The homologation certificate of any type of electric bus needs to be submitted, which should meet the criteria i.e. it should be at least 1 year old from 31.03.2025.	The homologation certificate of any type of electric bus needs to be submitted, ~~which should meet the criteria i.e. it should be at least 1 year old from 31.03.2025.~~	Our promoters, have been pioneers in monocoque bus technology, known for enhancing passenger comfort and vehicle durability and have prior experience of manufacturing buses and successfuly executing Tenders in India. We have successfully developed and homologated 9-meter electric city bus (Type I) featuring advanced technologies such as monocoque space frame structure, front independent with Electronic Controlled Air Suspension (ECAS), and EBS for braking system. Our product is designed for a minimum operational life of 12 years. We are registered as a Start-up under DPIIT and recognized under the MSME category. Our current manufacturing facility has an annual production capacity of upto 1,200 buses.	No Change, As per RfP
268	SECTION-4 Volume 1 – ITB 22 9 (II) - Table 2	**(For D1 and E1 Route)** Financial qualification criteria requirement as (reference clause 9 (III) E-1) (Amount in INR crores)	Request the Authority for relaxation Financial qualification criteria requirement as (reference clause 9 (III) E-1) (Amount in INR crores) to be **25%** of total in case the OEM is MSE's, as required for general bidders		GoI guidelines for MSEs shall apply
269	SECTION-4 Volume 1 – ITB 34 24	**INDIGENIZATION REQUIREMENT** Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE Scheme **or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable.** Bidder should also comply Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme **or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable.** **Bidder should also comply to PM E-DRIVE Scheme notification and guidelines or as updated/applicable from time to time.**	Request the Authority to ammend the Indigenization Requirement **To comply as per guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) at the time of bidding.** **To comply as per guidelines issued by MHI on PMP for EV Chargers at the time of bidding.** **Bidder should also comply to PM E-DRIVE Scheme notification and guidelines as per the conditions specified on the date of bidding. Also the certificate of Compliance to be submitted at the time of delivery of e Buses**	As the Price Bid is calculated on the Terms & conditions on the prevailing dates, request the authority to have a cut-off date and freeze the specifications on or before the bidding date.	No Change, As per RfP
	SECTION-4 Volume 2 – Concession Agreement	**Tests at Manufacturer's Plant** Prior to procuring the supply of the Prototype, the Operator shall carry out, or cause			

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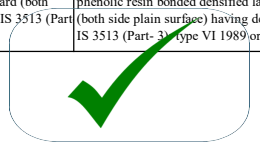
270	94 13.5	Prior to procuring the supply of the Prototype, the Operator shall carry out, or cause to be carried out on the Prototype, at its own cost and expense, all Tests in accordance with Schedule- H and such other tests that the Operator may consider necessary to demonstrate that the Prototype complies in all respects with the requirements of this Agreement, including the Specifications and Standards	As the Schedule -H, consists of Tests already conducted by the OEM for Homologation, request the authoride to exclude this clause from the RFP.		No Change, As per RfP
271	SECTION-4 Volume 2 – Concession Agreement 95 13.6.2	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, 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.**	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal **to 0.25% (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 5% (ten per cent) of the Performance Security.**		No Change, As per RfP
272	SECTION-4 Volume 2 – Concession Agreement 98 14.1.4	The Operator shall ensure that all Buses meet the prescribed safety standards as set out in the Specifications and Standards and Applicable Law, including but not limited to, ensuring that the Buses are fitted with CCTV cameras, automatic vehicle locator systems, **fire and smoke detection equipment** and panic buttons designed to send real-time alerts to the Control Centre	Request to delete the requirement for fire and smoke detection equipment - and provide a**s per AIS - 135 regulations for electric buses**		No Change, As per RfP
273	SECTION-4 Volume 2 – Concession Agreement 98 & 99 14.1.5	The Operator shall, **no later than 30 (thirty) days** from the date on which it receives the **Punch List**, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus **within 7 (seven) days** thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, **an amount of 1% (one per cent) of the Performance Security** per bus for each day of delay until all items of the Punch List for the particular bus are rectified.	The Operator shall, no later than **45 (fourty five) days** from the date on which it receives the **Punch List**, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within **10 (ten)** days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, **an amount of 0.5% (zero point five per cent) of the Performance Security** per bus for each day of delay until all items of the Punch List for the particular bus are rectified.		No Change, As per RfP
274	SECTION-4 Volume 2 – Concession Agreement 230 SCHEDULE-H : TESTS	1. Tests 2. Schedule for Tests 3. Agency for conducting Tests 4. Tests for Safety certification 5. Acceptance certificate	As the OEM is providing the Homologation Certificate of the requisite Model at the time of Proto Inspection/ Delivery of Buses, we request the Authority to eliminate this clause.		No Change, As per RfP
275	SECTION-4 Volume 2 – Concession Agreement 231 Annex - I Type Tests	In addition to the standard Type Tests of ARAI, the following tests shall be conducted for the buses:	As ARAI have already conducted the Tests on our Buses we request the Authority to eliminate this clause, as this creats duplication of work for the OEM's		Amended
276	Volume 3 - Tech Specs Type-I 292 Table 1 - 8.1	Anti-roll bars/stabilizers Required at front and rear.	We request to update clause with "Not applicable to Buses with Front Independent Suspension". With reference to UBS II Bus Secifications of standard size urban bus (AC/Non-AC) Pt No 7.4 # 3	We provide Independent Air Suspension for the Front wherein the technology does not require Anti-roll bars & Wishbone mounted Rear Air Rear Suspension which is provided with a tranversal link which acts as an Anti-roll bar.	Amended
277	Volume 3 - Tech Specs Type-I 299 19.4 D	Floor surface material Minimum **15 mm** (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part 3): type VI 1989 or latest.	Floor surface material Minimum **12 mm** (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest.		No Change, As per RfP
278	Volume 3 - Tech Specs Type-I 300 19.7 B	Passenger Seat Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application.	Type Approved Seats & seating layout as per bus code with Injection moulded plastic seat shell, flame retardant **Polyurethane (PU)** / 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components As per IS:15061:2002		No Change, As per RfP
279	Volume 3 - Tech Specs Type-I 301 & 302 24.3 A, B, C, D, E	As per AIS:052. Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One at the rear compartment.	As per AIS:052. As per OEM Design		No Change, As per RfP
280	Volume 3 - Tech Specs Type-I 401 Table 1 - 8.1	**9m and 12m BRTS electric bus** Anti-roll bars/stabilizers Required at front and rear.	We request to update clause with "Not applicable to Buses with Front Independent Suspension". With reference to UBS II Bus Secifications of standard size urban bus (AC/Non-AC) Pt No 7.4 # 3		No Change, As per RfP
281	Volume 3 - Tech Specs Type-I 410 19.4 D	**9m and 12m BRTS electric bus - Floor surface material** Minimum **15 mm** (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part 3): type VI 1989 or latest.	Floor surface material Minimum **12 mm** (12 Metre Bus) and minimum 12 mm (9 Metre thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest.		No Change, As per RfP



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282	Volume 3 - Tech Specs Type-I 411 19.7 B	**9m and 12m BRTS electric bus - Passenger Seat** Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application.	Type Approved Seats & seating layout as per bus code with Injection moulded plastic seat shell, flame retardant **Polyurethane (PU)** / 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components As per IS:15061:2002		No Change, As per RfP
283	Volume 3 - Tech Specs Type-I 413 24.3 A, B, C, D, E	As per AIS:052. Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One at the rear compartment.	As per AIS:052. As per OEM Design		No Change, As per RfP

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284		CMVR , Type approval certificate	Can we produe the certificate at the time of dispatch	No Change, As per RfP
285	Page 9	Following benefits will be given to Start ups and MSEs in this tender:	MSE means - MSME is also exempted. If yes means what paper required to be submitted.	GoI guidelines for MSEs shall apply
286	Page 10	Preference for MSE's 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies	Is thisapplicable for the startup units also	GoI guidelines for MSEs shall apply
287	Page 17	Performance security (3% to 10%)	1. Can we get the fixed rate 2. How this will be decided, 3.Is this exempted to MSE or MSME	No Change, As per RfP
288	Page 7	**Maximum Incentive/ e-bus (Volume 1 - Instrcutions to bidders)**	Is there any special incentative for MSME's	No Change, As per RfP
289	Page 12	Page 12 - CESL will charge Project Management Charges (PMC) at the rate of INR 45,000 + GST as applicable per bus	Is this exempted for MSME's	No Change, As per RfP
290	Page 15	Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for up to 2 years from the Commercial Operation Date (COD) of the Project.	Is ther any time frame for the change of the SPV members	No Change, As per RfP
291	Page 34	INDIGENIZATION REQUIREMENT	Is there any relaxiation for the startups on this.	No Change, As per RfP
292	Page 237	Paint booth complete with environment control, paint drying system, etc. (As per requirement)	We can not instal the paint booth in the branch office - Consider this point	No Change, As per RfP
293	BRTS - Techanical Specification point 17	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates - Entry and exit Door: Power operated passenger door, JK type/ In- Swing door as per manufacturing design. -3 Door	For BRTS - Emergency door required or not.	Amended
294	Page 33 & Page 229	A tentative timeline for the procurement is provided below: Time line for delivery is 92 weeks Schedule G - 72 weeks for 100% delivery	There is different time line - Which one we need to follow for the delivery completion.	No Change, As per RfP
295	Page 130	More than aggregated Annul assured Kilometers then the fee is calculated is 0.5*Rate per km	Can this be increased to .75	No Change, As per RfP
296		Additional buses	What is the Backup vehicle percentage in the present tender number or seperately we need to maintain buses	No Change, As per RfP

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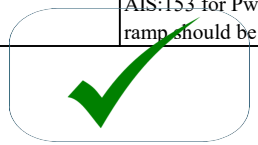
Sr No	Clause No.	Page No	Content of RFP Requiring Clarification	Clarification required	Remarks
297	I Volume 1 — Instructions to Bidders — 9.2 (A) - I) General Eligibility	Volume 1 — Instructions to Bidders - 17	The bidders should be in existence at least from the last 3 years from the date of issuance of NIT. (In the case of consortium, this condition is to be fulfilled by all the members of consortium individually).	We kindly request the authorities to delete this clause.	No Change, As per RfP
298	Volume 3 - Technical Specifications for Type-l Buses - Table 2: Technical specifications of Electric bus Compliant with the requirements of CMVR	Volume 3 - Table2: - page no. - 311	18.6- IV - E - Minimum seating capacity - For wheelchair compatible buses: - iv. For 9-meter - BRT bus (25 seats + 1 wheelchair + Driver).	We kindly request the Authorities to consider - For 9m- BRT (23 seats +1 wheelchair + Driver).	No Change, As per RfP
299	Volume 3 - Technical Specifications for Type-l Buses	297	l7- Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates - JK fype/ In-Swing door as per manufacturing design. - 2 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	We kindly request the authorities - To consider all the side window glass as a emergency glass.	No Change, As per RfP
300	Volume 3 - Technical Specifications for Type-I Buses	302	24.3 - E - Battery cut - off switch - As per AIS:052. Battery cut off(Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One at the rear compartment.	We kindly request the authorities to consider Battery cut off - 2 switches at Dashboard area and another one at Rear side cut off.	No Change, As per RfP
301	Volume 3 - Technical Specifications for Type-l Buses	298	I 8 - A - Provisions of wheelchair for Person with disability (PwD) - As per AIS:153, 100% of the total Bus fleet in city And Wheelchair Boarding Devices - For l2m & 9 m standard floor Buses, Hydraulic Lift arrangement to be provided as per AIS:052 and AIS:153 for PwD Power operated ramp should be provided as	We kindly request the authorities to consider -No separate wheelchair boarding arrangements.	No Change, As per RfP



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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

Name of the Tender		Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 10,900 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE Scheme.				
Tender No.		CESL/06/2025-26/PM E-Drive/252606004 Dated: 27.06.2025				
Name & address of the Bidder submitting request		**Name and Position of Person submitting request**	**Contact details of the Organization/ Authorized Representative**			
M/s OHM Global Mobility Private Limited No. 1, Sardar Patel Road, Guindy, Chennai – 600 032, Tamilnadu		Mr. J. Sivakumar	Email ID: sivakumar.j@ohmemobilty.com; Mobile: +91 82200 12856			
S. No.	**Section No. Page No. Para No/Clause No.**	**Description as Per RfP**	**Queries/ Clarification of the bidder**	**Remarks by Operator**	**Remarks**	**Remarks**
302	Section 1 Page No. 3 of 6 Online Bid submission period	From 27.06.2025 to 12.08.2025 (up to 1430 IST)	**Request to provide minimum 21 days time from the date of release of Corrigendum/Addendum to the RFP for preparation and submission of bids.**		Amended	
303	Section - 4 Page no. 8 Table-2: Milestones for release of payment for e-buses	**Table-2: Milestones for release of payment for e-buses** 1 After the issue of supply order and signing of agreement by STU with selected bidders; as mobilization advance20% 2 On commencement of commercial operation of ebuses30% 3 After 6 months of successful commercial operation of e-buses25% 4 After 18 months of successful commercial operation of e-buses25%	**Request to amend the release of subsidy payment for e-buses: Mobilization advance: 50% alongwith Purchase order Delivery of buses: Balance 50% within 15days of delivery of buses.**	Release of subsidy to the bidders as mobilization advance and after delivery will enable the bidders to leverage cash flow and quote competitive rates. The current release of susbidy in 4 installments will not be much helpful for the bidders with respect to cash flow	No Change, As per RfP	
304	Section = 4 Page no. 11 4.SCOPE OF WORK	4.2The scope of work for CESL shall be as follows: CESL shall play the role of a Program Manager for deploying electric buses under and shall be responsible for the following: i.Designing and implementing a transparent and fair competitive bid process. ii.Designing and drafting of bid documents, agreements, and other documentation. iii.Finalization of the technical specifications for buses suitable for the participating STUs iv.Floating of Tender for e-Buses deployment. v.Discovery of GCC prices and communicate the same to Authorities and Selected Bidders. vi.Assist Authorities and the Selected Bidder to finalize and sign the Concession Agreement. **vii.Administering Payment Security Mechanism (PSM) setup by Government of India (GOI) for Buses under this tender document.**	**Request authority to clarify on the roles of CESL for administering Payment security mechanism.Will CESL become a party in the Concession agreement.**		Please refer to https://heavyindustries.gov.in/pm-ebus-sewa-psm-gazette-notification-and-scheme-guidelines for complete scheme guidelines and roles and responsibilities	
305	Section - 4 Page no. 11 5.BRIEF DESCRIPTION OF THE BIDDING PROCESS	5.3Due Diligence and Site Visit: **Bidders are encouraged to examine and familiarize themselves fully about the Project/ nature of assignment, local conditions, availability of necessary materials, applicable laws and regulations, and any other matters considered relevant by them before submitting the bid.** Bidders are encouraged to visit the depots where possible. Any comments shall be sent in writing and will be addressed by CESL during the Pre-Bid Meeting.	Authority has floated tender for 10900 buses across 5 cities with the following no. of depots per city: 1. Ahmedabad: 14; Surat: 7; Hyderabad:23; Delhi: 19; Bangalore: 28 Authority has also mentioned that " Please note that the depot details are tentative and are based on information shared by the cities. The location of these depots might change." Request authority to clearly confirm the name of depots, status of depots, list of amenities available in these depots, power supply (11/22/33/66) which will be made available at the depots to work out the costing.		Depot details are updated in the RfP	
306	Section 4 - Volume I Page No.12 6.PROJECT MANAGEMENT CHARGES	6.1CESL will charge Project Management Charges (PMC) at the rate of INR 45,000 + GST as applicable per bus from the Selected Bidder(s) of each lot. Out of this amount, first tranche of INR 15,000 + GST as applicable per bus shall be paid to CESL within 30 days from the date of issuance of LoCQ by selected Bidders. The remaining amount of INR 30,000 + GST as applicable per bus shall be paid by the Selected Bidder for each lot as per the milestones defined in clause 6.2	**Request deletion of Project Management Charges (PMC) of INR.45000 per bus+GST**	Kindly consider as this will reduce the per km cost by 75 paise to 1 rupee.	No Change, As per RfP	
307	Section 4 - Volume I Page No. 14 7. Earnest Money Deposit (EMD)/Bid Security	7.4 The city wise EMD details are provided in the Table below: S.No | City Name | No. of buses | EMD Requirement (In Cr) 1 | Ahmedabad | 1000 | 28.21 2 | Bengaluru | 4,500 | 121.65 3 | Delhi | 2,810 | 87.93 4 | Surat | 600 | 15.10 5 | Hyderabad | 2,000 | 59.96 | Total | 10,900 | 312.86	**Kindly request you to consider Rs. 50,000 per Bus as EMD. The current EMD is working out to Rs. 2.87 Lakhs per bus which is very high.**	This higher EMD will lead to blockage of Funds. Kindly consider	No Change, As per RfP	
308	Section 4 - Volume I Page No.15 **8. BIDDING CONDITION FOR SINGLE BIDDER/ CONSORTIUM AND FORMATION OF PROJECT IMPLEMENTING ENTITY (SPV)**	8.1Single Bidder a) The Bids can be submitted by a Single Bidder that fulfils the Eligibility Criteria mentioned in clause 9 of Volume 1.	The Bids can be submitted by either an **OEM or its Associate as a Single Bidder** that fulfils the eligibility criteria mentioned in clause 9 of Volume 1.	OHM Global Mobility is an Associate company of Switch Mobility Automotive Limited. We will participate as Single bidder. We will be using credentials of our Associate for manufacturing and supply of electric buses. We are 100% subsidiary of M/s. Ashok Leyland Limited. We will be relying upon financial credentials of our parent company.	No Change, As per RfP	
309	Section 4 - Volume I Page No 15 **8.2 Consortium**	d)Provided that the Lead Member of the Consortium will be liable to the extent of 100% of the total proposed commitment of equity investment of the Consortium i.e. for both its own equity contribution as well as the equity contribution of other Members. e)In case of a Consortium, the Technical Qualification Criteria and Financial Qualification Criteria of only those Members will be evaluated, who have and shall continue to have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for up to 2 years from the Commercial Operation Date (COD) of the Project. **f) No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till the expiry of the Contract Period.**	**Request to amend criteria F, No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively not less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till the expiry of the Contract Period.**		No Change, As per RfP	
310	Section 4 - Volume I Page No 16	**a)In case the Single Bidder is an OEM, is notified as Selected Bidder** under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a subsidiary	**a)In case the Single Bidder is an OEM or its Associate, is notified as Selected Bidder** under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a	OHM Global Mobility is an Associate company of Switch Mobility Automotive Limited. We will participate as Single bidder. We will be using	No Change, As per RfP	

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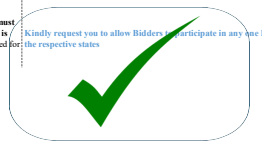
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

	8.3Project Implementing Entity	Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement.	subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement.	We are 100% subsidiary of M/s. Ashok Leyland Limited. We will be relying upon financial credentials of our parent company.	
311	Section 4 - Volume I Page No 16 **9.ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA**	9.1A Bidder/entity (i.e. any member of consortium) can only opt for one of the routes (either as D1 & D2 or E1 & E2) mentioned below in the Qualification Criteria. The route opted shall be consistent across all the participated Cities/. Declaration to this shall be provided as per Annexure 24 of Section 6 of this RfP. If a bidder/entity submits bids in contravention to this clause, all such bids shall be rejected. To further clarify, if an entity (either as Single Bidder or as a Consortium member) bids in City 1 by submitting qualification criteria under clauses D1 & D2 and the same entity/a constituent of the consortium bids in City 2 by submitting qualification criteria under clauses E1 & E2, in that case all the bids of that entity (either Single Bidder or Consortium) will be rejected.	Request authority to inlcude indigenization content for Table 1 & table 2 in line with earlier CESL & PM ebus tenders.		No Change, As per RfP
312	Section 4 - Volume I Page No. 25 **12.2 Bidding conditions**	1.Each City shall have only one Selected Bidder. 2.The Bidder may participate in the Bid for any number of Cities. It is mandatory for the bidder to bid for all type of buses in the city in which bidder is bidding for.	**Kindly request you to allow Bidders to participate in any one Lot (either 9M or 12M) for the respective states and the lowest bidder will be selected as L1 bidder for that particular lot.**	This will benefit the participating states with wider participation and better per KM prices. Kindly consider	Amended
313	Section 4 - Volume I Page No. 33 (pdf pg. no. 127) 21.4A detailed tentative timeline for the procurement is provided below:		Request to amend the delivery schedule as below: 1. Prototype bus should be delivered within 90 days from the date of signing of Concession agreement. 2. Bulk deliveries to be mutually discussed with the respective authority and should be in line with development of Infrastructure (Charging & Maintenance).	Kindly consider	No Change, As per RfP
314	Section 4 Page no. 38 **ANNEXURE C: DEPOT DETAILS**	ANNEXURE C: DEPOT DETAILS	Request authority to confirm the depot wise details alongwith no. of buses and model of buses to be allocated in each depot to work out the charging infrastructure required in each depot.		Amended
315	Section 4 Page no. 6, Annexure 1	5.We hereby confirm that in accordance with Clause xxxxx of the RfP, we are herewith submitting legally binding undertaking supported by a board resolution from the(Insert name of Parent company/Associate , as the case may be) **that all the equity investment obligations of[Insert name of the Bidder) shall be deemed to be equity investment obligations of the …… (Insert name of Parent company/associate, as the case may be) and in the event of any default by…(Insert name of the Bidder), the** same shall be met by(Insert name of Parent company/associate, as the case may be).	**Kindly request you to delete this clause.**	Equity finalization is dependent on various factors like No. of Buses & Depots allocated, Loan disbursement from the Lenders, etc. Also, Board cannot approve unless the Project is finalized Kindly delete	No Change, As per RfP
316	Section 4 Page no. 6, & Page no. 30 Cl. 15. 2 & Annexure 9	ANNEXURE 9 - FORMATS FOR BOARD RESOLUTION Format 1 RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of% (……per cent) of the total investment required for Procurement, Operation and Maintenance of 3600 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM- eBus Sewa scheme (the "Project"). **[Note: Equity investment obligations by the Bidder/each Member of the Bidding Consortium/investing Associate or Parent or Ultimate Parent should add up to 100%.]**	**Kindly request you to delete the requirement of Board resolution format for 100% equity investment at the time of bid submission from the company/parent/associate etc.,**	Equity finalization is dependent on various factors like No. of Buses & Depots allocated, Loan disbursement from the Lenders, etc. Also, Board cannot approve unless the Project is finalized Kindly delete	No Change, As per RfP
317	Section 4 Page No. 38 LIST OF DOCUMENTS/PROCEDURE FOR SUBMISSION OF BID/RFP	ii. **Proforma of Letter of Undertaking as per Annexure-10** of Section-6. (Scanned Copy to be uploaded at E-tendering portal).	**Kindly request you to delete the requirement of Letter of Undertaking along with Board Resolution from the Parent Company and consider the Certificate from Chartered Accountant for claiming the technical and financial credentials of the Associate Company.**	Since Board Meeting takes place once in a Quarter and it will be difficult for arrangement. Consider the certificate from Chartered Accountant which is being followed by various STUs like BEST-Mumbai, BMTC-Bangalore, TSRTC-Hyderabad, etc. Kindly consider	No Change, As per RfP
318	Section 4 - Volume I Page No. 19 9. Eligibility Criteria and Qualification Criteria	9.3.2The Bidder/ Consortium member must be a **wholly owned subsidiary of its Parent**, whose credentials are being used for seeking qualification based on financial capability.	9.3.2The Bidder/ Consortium member must be a **majoritly held subsidiary** or Associate Company of its Parent, whose credentials are being used for seeking qualification based on financial capability.	As per Tender Clause No. 9.3.3 of Section 4 - Volume I, Claiming of Associate Company Credentials is allowed and Associate mening is clearly defind in the Tender. Kindly consider	No Change, As per RfP
319	Section 4 - Volume I Page No. 23 10. Submission of the Bid	10.5The Bidder should designate at the most two persons to represent the Bidder in its dealings with CESL. The person(s) should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bids etc. The Bidder should submit, along with Bid, a Power of Attorney (as per format specified in Annexure 3 and 4 of Section 6), authorizing the signatory of the Bid. **Bidder shall submit the board resolution committing 100% of equity requirement for the Project, in the Bid.**	**Kindly request you to delete this requirement as Equity finalization will not happen at the time of bidding stage.** **It will be part of conditions precedent.**	Equity finalization is dependent on various factors like No. of Buses & Depots allocated, Loan disbursement from the Lenders, etc. Also, Board cannot approve unless the Project is finalized Kindly delete	No Change, As per RfP
320	Section 4 - Volume I Page No. 21	2.The Bidder may participate in the Bid for either one or more States. **However, Bidder must mandatorily submit price bid for all Lot(s) pertaining to a particular State in which it is participating.** The Bidder will be considered disqualified in case a Price Bid is not submitted for any Lot forming part of the State in which the Bidder is participating.	**Kindly request you to allow Bidders to participate in any one Lot in the respective states**	Kindly allow bidders who don't have 7M model to participate in all states but will be considered as non responsive in 7M model.	No Change, As per RfP



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SERVICES LIMITED, C=IN
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S. No.	Details	Timeline
1	Bid Due Date	T0
2	Issuance of LoCQ to Bidders **(T1)**	T1
3	Issuance of LoA by the Authority **(T2)**	T1 + 4 Weeks
4	Submission of performance security and signing of Concession agreement **(T3)**	T2 + 8 Weeks
5	Prototype testing and approval of the same **(T4)**	T3 + 8 weeks
6	Completion of conditions precedent and handover of depots by the STU/Authority **(T5)**	T3 + 16Weeks
7	Fit-out works completion and delivery of min 15% Buses qty **(T6)**	T5 + 8 Weeks
8	Delivery of minimum 40% Buses qty **(T7)**	T6 + 16 Weeks
9	Delivery of minimum 70% Buses qty **(T8)**	T7 + 16 Weeks
10	Delivery of 100% Buses qty awarded in the LOA	T8 + 16 Weeks

321	12.2 Bidding Conditions Section 4 - Volume I Page No. 21 12.2 Bidding Conditions	3. The L1 price for each State will be calculated using the weighted average price ("Weighted PK Fees") bid for all lots forming part of the Price Bid for that State.	Kindly request you to delete this and consider as L1 Bidder for the respective Lot	This is as per the clause 12.2 of the draft RFP. This will allow wider participation and better per KM prices. Kindly consider	Amended
322	Section 4/ Article 2 Page No. 57 Scope of agreement	(c)Equip, Operate and Maintain the Maintenance Depots on the Depot Sites specified in Schedule-A, in accordance with the provisions of this Agreement.	Authority to confirm the number of Buses and Types of Buses to be allocated per depot to arrive an accurate Chaging Solutions/Peak load demand. Request Authority to provide dedicated depot's for EV Bus operations to avoid complications in sharing with other service providers.	Kindly consider	Depot details are updated in the RfP
323	Section 4/ Article 5 Page No. 63 5.1.7 Obligations of the operator	5.1.5Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply") including all allied Electric and Civil Infrastructure and its maintenance along with service equipment, tools and facilities required as may be required for day- to-day operations and maintenance of the buses .The Operator shall procure, install, operate and maintain adequate metering equipment for the Charging Infrastructure to accurately record throughout the term of this Agreement the electricity consumed for charging the Buses	Power supply at 415 V only up to pillar of LT distribution transformer(s) shall be made available by the Authority ("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator. The Operator shall procure, install, operate and maintain adequate metering equipment for the Charging Infrastructure to accurately record throughout the term of this Agreement the electricity consumed for charging the Buses.	Kindly consider	No Change, As per RfP
324	Section 4/ Article 5 Page No. 63 5.1.7 Obligations of the operator	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations	The Operator shall ensure that they have a **minimum no. of Maintenance Vehicle ("Break Van")** . This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations	Kindly consider	No Change, As per RfP
325	Section 4 - Volume II Page No. 70 5.1.10 Obligations of the Operator	5.1.10 Operator shall have the right to prepare and monetize the carbon assets generated under the PM E-DRIVE scheme. This means that it shall have the right to register the project under any scheme launched by the Government of India in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Buses and any carbon credits generated from bus operations during the Contract Period shall be the attributable solely to the Operator.	The parties hereby agree that the Operator generates carbon credits resulting from electric vehicle kilometres travelled, all such carbon credits shall belong exclusively to Operator, which shall retain all rights, title, and interest in and to any and all carbon credits. This includes, but is not limited to, carbon credits recognized under any applicable laws, regulations, or international agreements, whether in voluntary or compliance-based carbon markets. Operator shall have the exclusive right to monetize, transfer, or otherwise dispose of these carbon credits at its sole discretion.	Kindly consider	Amended
326	Section 4 - Article 5 Page no. 73 5.13 Obligations relating to appointment of Drivers and Staff	t.Simulators for driver training (minimum 1 simulator for each city in which Operator has deployed Buses under the PM E-DRIVE scheme)	Kindly request you to delete this Simulation Training Requirement	In Present days, training is been given in real time bus. Kindly consider	No Change, As per RfP
327	Section 4 - Article 6 Page No. 73 6.1 Obligations of the Authority	(a)as a part of the Deployment Plan, provide the Operational Routes to be undertaken by the Operator as detailed in Clause 16.4 herein and in accordance with the Deployment Plan;	Request Authority to share the details tentative Bus Route Schedule (Including route length and frequencies) and No. of Buses/Depots to arrive a accurate Peak load demand/No. of Chargers at each depots. This would help us in providing a accurate quote.		No Change, As per RfP
328	Section 4 - Article 6 Page No. 74 6.1 Obligations of the Authority	metering level, 11/22/33 kV connection) along with auxiliary electrical connection at the Maintenance Depots specified in Schedule-A for charging of the Buses, operation of the Charging Infrastructure and maintenance depot, along with all requisite permissions, approvals and licenses in relation to the utilisation by the Operator of such electricity connection.	(e)procure and provide to the Operator, electricity connections (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and sub-station up to 415 V at the locations of the Maintenance Depots specified in Schedule-A for charging of the Buses and operation of the Charging Infrastructure, along with all requisite permissions, approvals and licenses in relation to the utilisation by the Operator of such electricity connection. The maintenance of the electricity connections and substations up to 415V at the locations of the Maintenance Depots shall be in the scope of Authority; Also request authority to provide 415V LT Control & Relay panel and the LT Cables via Cable trench upto the individual chargers.	This will helps the bidder in providing better per KM Prices. Kindly clarify	No Change, As per RfP
329	Section 4 - Article 6 Page No. 75	d)Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, Effluent treatment plant (ETP), Street light, septic tank, workshop sheds (for washing facilities, maintenance / service pits @ 2 pits per 50 buses).	The following minimum depot infrastructure shall be provided by Authority: a) Adequate parking area (approx. 150 sq.m. per bus) for parking of buses allocated to the depot and additional space for parking the spare buses deployed by the Operator, b) Concretized or blacktopped depot pavement/ yard flooring/ Bus Parking area c) Workshop shed with Bus maintenance/ service pits (for 12 m buses) @ 2 pits per 50 buses d) Spaces /shed for spare parts store, material store and tyre store e) Bus washing bay/platform f) Administrative block (with spaces for offices, control room and simulator room) g) Staff amenities including driver's rest room with toilets and bathrooms, canteen space and first aid room h) Boundary wall clearly segregating Maintenance Depot premise from other activities/ neighboring properties i) Gate and security cabin j) Lighting for all facilities within the Maintenance Depot including Maintenance Depot yard lighting for bus parking area k) Metropolitan Water Supply and Sewerage Board or respective local body water supply connection. l) Maintenance Depot water supply system with underground storage		No Change, As per RfP

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	6.1 Obligations of the Authority		**sump and overhead tank/s** **m) Effluent Treatment Plant with treated water network for reuse** **n) Fire Hydrant/ Fire Fighting system** **o) Proper drainage system at the depot to avoid stagnation of water and connected to public drain** **p) Sewage line connected to public sewer or septic tank (wherever public sewer is not available)** **q) Rainwater harvesting system and recharge pits** **r) Electricity connections which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V upto pillar of LT distribution transformer(s) located at the allocated Maintenance Depot.** **s) Emergency exit gate/second entry or exit point if possible.** **t) Emergency exits at buildings as per fire safety requirements**		
330	Section 4 , Article 10 Page No. 81 10.2Licence and Right of Way for Maintenance Depots	10.2.4The Authority shall, in accordance with the timelines prescribed in Clause 4.1.2, provide and grant to the Operator, vacant access, constructive possession and licenses to possess the following Maintenance Depots: (a)the Maintenance Depot situated at {****}; and (b)the Maintenance Depot situated at {***}.	**Kindly request you to provide us the depot details alongwith the qty of buses to be allocated in each depot in each city**	This will helps the bidder for working out the charging and other infrastructure and provide better per KM Prices. Kindly Provide	Depot details are updated in the RfP
331	Section 4/ Article 12 Page No. 88 12.5 Completion of maintenance Depots	On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-B. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works within 30 (thirty) days from the date on which each Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date")	On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-B. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works **within 60 (sixty) days from the date on which each Maintenance Depot is handed over** by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date")	Clause to be modified from 30 days to 60 days in line with Previous CESL tender	No Change, As per RfP
332	Section 4 - Volume II Page No. 91 13.4 Prototype	13.4.1The Operator shall, within 30 (thirty) days from the date of issuance of LOA, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	13.4.1The Operator shall, within ~~30 (thirty)~~ **90 (Ninety)** days from the date of issuance of LOA, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	Kindly consider	No Change, As per RfP
333	Section 4 - Volume II Page No. 93 13.6 Supply of Prototype	13.6.1The Operator shall, no later than 30 (thirty) days after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the central testing agency nominated by MoHUA, the tests and trials conducted in accordance with the provisions of Clause 13.5.	13.6.1The Operator shall, no later than ~~30 (thirty)~~ **90 (Ninety)** days after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the central testing agency nominated by MoHUA, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Kindly consider	No Change, As per RfP
334	Section 4 Article 16 Page no. 103 16.4Routes and Schedules	16.4.8 (a) Vacant and unencumbered possession of land and right of way to such location on which the operator will be required to install the charging Infrastructure;	**Request Authority to provide Driver rest rooms at Oppurtunity Charging Locations for the buses coming in for Night Parking.**	Kindly consider	No Change, As per RfP
335	Section 4 - Volume II Page No. 106 16.7Advertising on Buses and Maintenance Depots	16.7.4Placement of Advertisement (a)The Authority may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or other mandatory information. (b)The Authority may place the advertisement on the boundary wall of the Maintenance Depots or any other slot identified by the Authority. 16.7.5The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	**In case of any damages to Bus on account of installation and de-installation of Advertisement, repair and refurbishment costs at actuals shall be borne by Authority.**	This will helps the bidder in providing better per KM Prices. Kindly consider	No Change, As per RfP
336	Section 4/ Article 17 Page No. 108 17.2.4 Maintenance manual	New clause to be added	**"Provided that any unscheduled maintenance is required to be undertaken as a direct result of a breach of authority of its obligations under this agreement, then any reasonable documented costs and expenses shall be reimbursed by the authority to the operator"**	Clause to be added in line with Previous CESL tender	No Change, As per RfP
337	Section 4 - Volume II Page No. 128 22.1Fee	22.1.2. b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))	22.1.2. b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * ~~75%~~ **100%*** (Monthly Assured Kilometers – actual Bus Kilometers))	Bidders cannot presume unutilized kilometers during bidding stage and cannot provide better prices without fixed assured kilometers. Kindly consider	No Change, As per RfP
338	Section 4/ Article 22 Page No. 128 22.1.2.c PK Fee	c)If the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	c)If the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * **85%*** (actual Bus Kilometers - Monthly Assured Kilometers))	PK Fee can be increased to 85% in line with earlier tender and contracts.	No Change, As per RfP
339	Section 4 - Volume II Page No. 129 22.1Fee	**Additional**	Request to include the Payment Security Mechanism methodology to be followed as part of this clause.		No Change, As per RfP
	Section 4 - Volume II	22.4.1The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where	**Request amendment.**	Operations and maintenance cost amounts to approx 40% of the cost, so PK Fee revision formula needs to be accordingly.	

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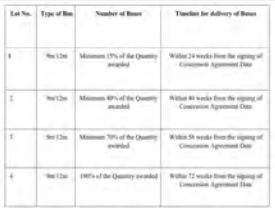
340	Page No. 133 22.4Revision of Fee	CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date. CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category MWMonth= Minimum wages for skilled category for particular month, notified by the Labour department of that state	PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.15) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.30) Kindly request you to provide the Circulars of Minimum Wages Act of all states	This will help in eliminating differences of Wages being considered by Bidders. Kindly provide	No Change, As per RfP
341	Section 4/ Article 22 Page No. 131 22.5.4 Allowable energy consumption	22.5.4The Operator/Authority may install a sub-meter to measure electricity consumption by the Authority at the depot. The Operator shall raise an invoice for the consumption at the prevailing tariff and the Authority is liable to pay the cost of electricity consumed by the Authority	22.5.4 **The Authority may install a sub-meter** to measure electricity consumption by the Authority at the depot. The Operator shall raise an invoice for the consumption at the prevailing tariff and the Authority is liable to pay the cost of electricity consumed by the Authority	To be modified as sub-meter to be installed by authority	No Change, As per RfP
342	Section 4 - Volume II Page No. 135 25.1Insurance during Contract Period	The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.	The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period. ~~The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.~~	Kindly consider	No Change, As per RfP
343	Section 4/ Article 27 Page No. 140 27.1.3 Escrow Account	The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to 1 (one) months' estimated Fees payable to the Operator as a revolving fund and for this purpose	The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to **3 (three) months' estimated Fees payable** to the Operator as a revolving fund and for this purpose	Clause to be modified in line with Previous CESL tender	No Change, As per RfP
344	Section 4/ Article 29 Page No. 149 29.7Allocation of costs arising out of Force Majeure	29.7.2Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and directly attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows (b)upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Operator; and	29.7.2Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and directly attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows (b)upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, **such excess amount shall be reimbursed by the Authority to the Operator; and**	in case of indirect political event, excess amount above the insurance claim to be reimbursed by authority.	No Change, As per RfP
345	Section 4 - Volume II Page No. 218 Schedule G Delivery Schedule		Bulk delivery to be mutually discussed with authority and in line with depot development.	Kindly consider	No Change, As per RfP
346	Section 4 - Volume II Page No. 258 SCHEDULE S: OPERATIONAL INFRACTIONS	3.Data Unavailability (Deductible): Data availability for every fleet below 98% (ninety eight percent) in any month **1% (one percent) of the Monthly Fees** shall be deducted. This infraction will be considered in **un-capped category.**	3.Data Unavailability (Deductible): Data availability for every fleet below 98% (ninety eight percent) in any month **0.25% (Zero point two five percent) of the Monthly Fees** shall be deducted. **This infraction will be to maximum cap of 5% of perforamance security.**	Kindly consider	No Change, As per RfP
347	Section 4 - Volume II Page No. 270 SCHEDULE V: LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR	13.9.1 Delay in procurement of buses for reasons not directly attributable to a Delay Event: **0.1 % of the Performance Security per day** for each Bus whose procurement is delayed subject to a **maximum of 20% of the Performance Security**	13.8 Delay in procurement of buses for reasons not directly attributable to a Delay Event: **0.1 % of the Performance Security per week** for each Bus whose procurement is delayed subject to a **maximum of 5% of the Performance Security**	Kindly consider	No Change, As per RfP
348	Section 4 - Volume II Page No. 270 SCHEDULE V: LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR	4.1.4Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3: **0.1% of the Performance Security per day per bus** subject to a **maximum of 20% (twenty per cent) of the Performance Security**	4.1.4Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3: **0.1% of the Performance Security per day per bus** subject to a **maximum of 5% (five per cent) of the Performance Security**	Kindly consider	No Change, As per RfP
349	Section 4 - Volume II Page No. 270 SCHEDULE V: LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR	19.5.2 Failure to complete remedial measures: **0.5% (zero point five per cent)** of the Performance Security per bus times the number of buses allocated to the specific depot	19.5.2 Failure to complete remedial measures: **0.25% (zero point two five per cent)** of the Performance Security per bus times the number of buses allocated to the specific depot	Kindly consider	No Change, As per RfP
350	Section 4 - Volume II Page No. 270 SCHEDULE V: LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR	41.2.3: Failure to redress complaints: **0.5% (zero point five percent)** of the Performance Security for each per Bus such complaint applies to for each day.	41.2.3: Failure to redress complaints: **0.25% (zero point two five percent)** of the Performance Security for each per Bus such complaint applies to for each day.	Kindly consider	No Change, As per RfP
351	Section 4 - Volume II Page No. 272 SCHEDULE W: PRODUCT GUARANTEE UNDERTAKING	To be on non-judicial stamp paper of appropriate value as per Stamp Act	Authority to mention the exact stamp value required for this Undertaking.	Kindly consider	No Change, As per RfP
352	Section 4 - Volume II Page No. 272 SCHEDULE W: PRODUCT GUARANTEE UNDERTAKING	Note: OEM may strike off point no. 6 above if board meeting could not be scheduled before signing of the Concession Agreement. The undertaking may be **signed by the Chairman of the Board of the Parent Company/ Associate.**	Note: OEM may strike off point no. 6 above if board meeting could not be scheduled before signing of the Concession Agreement. The undertaking may be **signed by the Chairman of the Board or a person holding authority for signing for of the Parent Company/ Associate. A board resolution passed for the authority signing the undertaking shall be attached.**	Kindly consider	The bidder shall submit a Board Resolution authorizing the executant to submit any bid on behalf of the company. The executant shall, in turn, submit a Power of Attorney (PoA) in the prescribed format, authorizing the designated representative to submit this bid.
353	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.1 Reliability Incentive: **0.05% of the Monthly Fees** for every 0.1 decrease in Reliability factor below 0.5	20.1 Reliability Incentive: **0.075% of the Monthly Fees** for every 0.1 decrease in Reliability factor below 0.5	Kindly consider	No Change, As per RfP
	Section 4 - Volume II Page No. 274				

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

354	SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.4 Punctuality - Damages: For every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority **at the rate of 2% of the Monthly Fees.**	20.4 Punctuality - Damages: For every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority **at the rate of 0.1% of the Monthly Fees.**	Kindly consider	No Change, As per RfP
355	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.4 Punctuality - Incentives: For every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to **0.05% of the Monthly Fees.**	For every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to **0.075% of the Monthly Fees.**	Kindly consider	No Change, As per RfP
356	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.5 Frequency: Damages: 1% reduction in the Trip Frequency or the Bus Kms Frequency, **2% of the Monthly Fees**	20.5 Frequency: Damages: 1% reduction in the Trip Frequency or the Bus Kms Frequency, 0.1**% of the Monthly Fees**	Kindly consider	No Change, As per RfP
357	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.5 Frequency: Incentives: 1% reduction in the Trip Frequency or the Bus Kms Frequency, **0.05% of the Monthly fees.**	20.5 Frequency: Incentives: 1% reduction in the Trip Frequency or the Bus Kms Frequency, **0.075% of the Monthly fees.**	Kindly consider	No Change, As per RfP
358	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.6 Safety of Operations - Damages: For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages **at a rate of 2% of the Monthly Fees shall be applicable**. For every number of Severe Safety incident occurrence, Damages **at a rate of 2% of the Monthly Fees for each incident shall be applicable.**	20.6 Safety of Operations - Damages: For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages **at a rate of 0.1% of the Monthly Fees shall be applicable**. For every number of Severe Safety incident occurrence, Damages **at a rate of 1% of the Monthly Fees for each incident shall be applicable.**	Kindly consider	No Change, As per RfP
359	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.6 Safety of Operations - Incentives: If the General Safety is less than 0.005, then for every 0.001 decrease in the General Safety, an incentive equal to **0.05% of the Monthly Fees shall be paid.**	20.6 Safety of Operations - Incentives: If the General Safety is less than 0.005, then for every 0.001 decrease in the General Safety, an incentive **equal to 0.075% of the Monthly Fees shall be paid.**	Kindly consider	No Change, As per RfP
360	Section 4 - Volume II Page No. 274 SCHEDULE Y: KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES	20.10 Limits of Damages - KPIs: **10% of the aggregate Monthly Fees payable**.Damages under clause 20.3 will not be subject to the 10% capping mentioned in this clause. -Operational Infractions: **5% of the Monthly Fees for that month.**	20.10 Limits of Damages - KPIs: **5% of the aggregate Monthly Fees payable**.Damages under clause 20.3 will not be subject to the 10% capping mentioned in this clause. -Operational Infractions: **3% of the Monthly Fees for that month.**	Kindly consider	No Change, As per RfP
361	Section 4 - Volume III Page No. 283 6 Suspension	Suspension (Front & Rear): Air suspension at Front & Rear	**Suspension (Front & Rear): As per OEM specifications for 7M & 9M. 12M Air suspension at Front and rear**	Kindly consider	No Change, As per RfP
362	Section 4 - Volume III Page No. 284 14.1 Bus Characteristics	The minimum range on single charge: (i)200 kms (at 80% SoC) for 12 m bus (ii)180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. **One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.**	**Request deletion as the operations will be dependant upon various factors like traffic jam etc., Hence the assured kms to be achieved with opportunity charging of 45 minutes (depot-in, depot-out basis)**	Kindly consider	Amended
363	Section 4 - Volume III Page No. 390 31: Fire Detection & Alarm System (FDAS)	As per AIS:135	**Kindly consider Fire Detection & Supression System (FDSS)**	This is advanced feature. Kindly consider	Amended
364		General	Request the authority to mention the stamp paper value for respective Annexures instead of appropriate value		No Change, As per RfP
365		The tender mandates lot of certificates and undertaking from Statutory Auditors.	Request to amend the same to Chartered accountant		No Change, As per RfP
366	Section 2 Page No. 10 of 32 2. Purchase Preference to MSEs:	Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.	**Kindly clarify if there is any Order split for MSE Bidders**	This clause shows that there will be 2 Selected Bidders for each state but as per Clause No. 12.2 Section 4 (Volume I), it is mentioned as "Each state will have only one unique Selected Bidder". These 2 clauses are contradicting Kindly clarify	Section 4 shall prevail. Further, GoI guidelines for MSEs shall apply
367	Section 2 Page No. 21 of 32	4.10.Illustrative Method of Evaluation: Any Bidder (INR) 1. Quoted bid price without taxes and duties (After considering arithmetical errors) i)Ex works including Excise duty price includingN1 Type test Charges/Lab Test charges + inland transportation including inland Transit insurance etc. For equipment and spares ii)Prices for dismantling and/or installationN2 iii)Prices for additional Warranty, if anyN3 iv)Total PriceN(N1+N2+N3) 2.Taxes and Duties i)CST/VAT/GSTT1	**Request to clarify on this evaulation method. If not particular to this tender, request deletion of the same.**		No Change, As per RfP

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

	4.4. Illustrative Method of Evaluation	ii)Service TaxT2 iii)TotalT(T1+T2) 3.Cost Compensation i)Technical Cost CompensationTCC ii)Commercial Cost CompensationCCC iii)TotalTCC+CCC 4.Adjustments for Functional GuaranteesX 5.Final Evaluated Bid PriceN+T+TCC+CCC+X			
368	Section 2 Page No. 21 & 22 of 32 6. 0 Liquidated Damages	Liquidity damages (LD) shall be as specified in Section-4 (SCC). However, in general, in case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract.	**Request amendment. a sum equivalent to 0.25% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract.**		Section 4 shall prevail
369	Section 3 Page No. 11 of 55 13.3 Contract Performance Security	13.3.1The Implementing Partner shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract between three to ten percent (3% to 10%) of the Contract Price of all the Contracts, with a initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package.	**Request amendment. Performance security to be 3% of the Total Project Cost with an initial validity period of 3 years and will be renewed till the completion of the contract period.**		Section 4 shall prevail
370	Section 3 Page No. 52 of 52 47. Fall Clause	This clause shall be applicable only if explicitly invoked in Section-4 (SCC). Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract: 1)The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the CESL or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced. 2)The above stipulation shall, however, not apply to: (a)Exports by the contractor (b)Sale of Goods as original equipment at prices lower than the prices charged for normal replacement (c)Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates 3)the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract. * We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"	**Kindly request you to delete this requirement of Price Fall Clause**	Since the said tender is for GCC Model and Price will vary depending on various factors like Monthly Assured Kilometers, Payment for Unutilized & Excess Kilometers, Revision of Fee, Performance Security value, Advertisement Revenue and many other factors. Kindly delete	Section 4 shall prevail
371	Section 3 Page No. 52 of 52 47. Fall Clause	This clause shall be applicable only if explicitly invoked in Section-4 (SCC). Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract: 1)The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the CESL or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced. 2)The above stipulation shall, however, not apply to: (a)Exports by the contractor (b)Sale of Goods as original equipment at prices lower than the prices charged for normal replacement (c)Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates 3)the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract. * We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"	**Kindly request you to delete this requirement of Price Fall Clause**	Since the said tender is for GCC Model and Price will vary depending on various factors like Monthly Assured Kilometers, Payment for Unutilized & Excess Kilometers, Revision of Fee, Performance Security value, Advertisement Revenue and many other factors. Kindly delete	Section 4 shall prevail

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Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

S.No.	Section No. Page No. Para No/Clause No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks by bidder	Remarks
372	Section No.1 Page no. 10 Para No/Clause No. 2.4.2	Purchase Preference to MSEs: Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item.	The benefits will be given to start ups and MSEs in this tender and mentioned clause 2.1 to 2.4, However , the route E1 and E2 do not accommodate MSEs as per given Infrastructure cost (E1) and Net worth (E2)	The Special concession may be given to MSEs by reducing the E1 and E2 criteria.	GoI guidelines for MSEs shall apply
373	Section No.4 Page no. 23 Para No/Clause No. 9.5	In the case of OEM route (i.e. D1& D2 route), the bidder is not allowed to change the OEM after final submission of the bid. However, in the case of Infrastructure route (i.e. E1& E2 route), the bidder has an option to supply the Buses from one or more OEMs, provided these OEMs meet the technical qualification criteria as per the RfP.	As per ANNEXURE E: BIDDER AFFIDAVIT clause d) on page 43, we will provide CESL a written confirmation confirming the name of the OEM(s) that will supply the Buses undre the Concession Agreement within 15 days of receipt of LOA from the Authority . Further, we will ensure that the OEM(s) supplying the Buses should meet the techincal qualification criteria as per the RFP.	The condition as per affidavit may be incorporated in clause 9.5.	Amended
374	Section No.4 Page no. 122 Para No/Clause No. 20.2	20.2.2 Breakdown Factor shall be equal to the quotient of the aggregate number of Breakdowns of all Buses multiplied by 10,000 (ten thousand) and divided by the cumulative distance travelled by all Buses in that month. 20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	The breakdown factor for the buses, determined in accordance with clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). This is highly impossible to achieve in practice. As such it is likely that there will be always high amount of penalty resulting to higher rates in tendre.	It is suggested to increase the Breakdown Factor equal to 2 which is the most practical one.	No Change, as per RfP
375	Section No.4 Page no. 31 Para No/Clause No. 22.1.6	In the event Bus Kilometers is not captured by ITMS on account of default of authority, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer	Also, in the event Bus Kilometers is not captured by ITMS on account of Operator default, the odometer reading of such fleet for thr performed trips should be referred for calculation of Bus Kilometer		No Change, as per RfP
376	Section No.4 Page no. 130 Para No/Clause No. 22.1.2	c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Annual Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: *Fee = (PK Fee * Annual Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Annual Assured Kilometers))*	Request formula to be revised as - Fee=(PK Fee*Monthly Assured Kilometers)+(PK Fee*75%*(actual Bus Kilometers-Monthly Assured Kilometers)	This will cover the variable cost of operating above the assured Kilomters.	No Change, as per RfP

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Sr. No.	Section No. Page No. Para No/Clause No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
377	Section No. 4 Page no. Clause no. 9	Change in ownership (of SPV) in case of Single Bidder	As per 8.3.a, incase of single bidder creates a SPV, 100% Direct shareholding in the SPV. However, as per 8.3.d and Change of ownership, in such SPV, bidders to hold min 51% stake can be upto 2 yrs from COD and 26% stake post 2 years from COD.	No Change, As per RfP
378	Section No. 4 Page no. Clause no. 9	Eligibility Criteria and Qualification criteria Table-1 & Table-2	Request CESL to update reference of Table 1&2 in-line with Eligibility and Qualification Criteria mentioned above the tables.	Amended / Typo error
379	Section No. 4 Page no. Sch. A, Annexure 3	Funded Works	Request authority for defination of funded works and include funded works in the scope of STU.	No Change, As per RfP
380	Common Clause	Asset Light Model	 Asset light business model for e-bus tenders can be an effective way to mitigate the below issues which are as under: Current challenges in participation by OEM or its Associates: • Increased Debt Burden: Whether procuring or leasing, the bidder incurs substantial debt, impacting their financial health. • Accounting Treatment: Leasing buses under IND AS 116 requires recognizing a "Right to Use" asset and a corresponding lease liability. This is because leasing is essentially a financing solution, similar to traditional debt. • Impact on Balance Sheet and Credit Rating: This accounting treatment increases net assets and net debt on the balance sheet, affecting credit ratings and potentially increasing future borrowing costs. Proposal under Asset light business model for e-bus tenders: • Concession Agreement: Operator and STU sign an agreement. • Bus Purchase: Operator triggers bus purchase from OEM by Lessor based on delivery schedule. • Lease Agreement: Lessor leases buses to STU with a tripartite agreement acknowledging Operator as collection agent. • Monthly Payments: Operator collects monthly payments from STU, including lease rentals, and forwards the lease portion to Lessor. • Payment Security: STU payments, including lease rentals, are secured by a strong Payment Security Mechanism (PSM). Key Considerations under the Asset Light Business Model: Financial Structuring – Per km rate will include cost of financing of buses. As part of financial clause, the financier will be identified, who will lease the buses directly to STUs for 10 - 12 years. Financier (Lessor) will have the ownership of the buses and buses will be registered in its name • Robust PSM with multiple layers comprising of Escrow + Payment Security Fund + Access to RBI account of the State (as below) would make this model financially viable. The process to invoke PSM without approval resting with STU & timely payment would be critical Escrow Mechanism – Escrow account to be topped up with at least 2X of monthly billing & to be replenished by STUs in case it falls below the limit Payment Security Fund(PSF) may be maintained to cover at least 3 months of average monthly bills Access to RBI account of the State– A central nodal agency like CESL to be made a beneficiary of a Tri-partite agreement signed between Central, State Governments and RBI. Under this agreement, if invoked, the RBI is required to deduct the amount from the state government's account where the budget funds are credited and pay the overdue directly to the nodal agency who can then pay it to the OEM/Operator and financier. This will be invoked only if Escrow mechanism and PSF have been utilized and should be available during the lifecycle of the contract- CESL (which will be akin to SECI, a Sovereign entity) should be the fronting entity for all claims under this mechanism and not the STUs, so that financiers can take the underlying credit on Sovereign guaranteed cash flows which is critical to deconsolidation resulting in an Asset Light Business Model • Tri-Partite Agreement – Tri-partite concession Agreement will enable the financier to be included as project lender / lessor and be beneficiary of all rights under the contract including Escrow, PSF and Access to RBI account for the amount of dues to them on the Loan / Lease. This Agreement will include all terms and conditions (including rights & obligations) of the Lease Arrangement between Lessor and Lessee (STU). Tri-partite will also include the provision of a supplementary lease agreement (if required) and letter or lease rental schedule. Further, Tri-partite Concession Agreement will also include the provision that in case of any delay or default in payment of Lease Rentals to the Lessor, Lessor will be entitled to trigger the PSM mechanism directly without the involvement of Operator and/or STU • OEM as Collection Agent – STU will pay single per km rate to the OEM/Operator for the lease rent based on assured kms and operation & maintenance fees. In turn OEM/Operator will act as "Collection Agent" for the Lessor and First preference for payment will be given to the financier for finance cost/Lease rental • Timely disbursal of payments- For clarification, since the Lessor would be directly leasing the buses to STU, STU will have to ensure that they pay the Lease rentals without fail from the month in which the agreement has been signed even if there is any delay in payment / operations for any reason. If Lease rental is not paid for any month, Lessor will directly invoke PSM for the outstanding Lease Rental • Supplementary Lease Agreement -STU need to sign the Agreement or the Lease letter and Lease Rental schedule with the Lessor within 30 days of the sale of buses by OEM to the Lessor. • Any delays because of the operational / technology / system issues in claiming dues should not impact the settlement of the funds through the Payment Security Mechanism • Financiers will fund the transactions with recourse to the Payment Security Mechanism and hence their rights need to be recognised for a sustainable business and Asset Light Model whether in the case of usual business operations or in the case of termination of the contract	No Change, As per RfP
381	Common Clause	Participation & Eligibility credentials of Parent / Associate company	Any corporate level action, regarding change in name & company structure, including demerger, shall be infomed, duly supported by board resolution of the company, the same shall be acceptable by CESL for participation as well as eligibility credential usage.	No Change, As per RfP
382	Common Clause	Board Resolution: Wherever Board resolution for supporting documents	Please relax the condition of getting fresh board resolution in favour of the authorised signatory of the bidder. The Bidder may be allowed to participate in the bid basis the existing power of attorney	The bidder shall submit a Board Resolution authorizing the executant to submit any bid on behalf of the company. The executant shall, in turn, submit a Power of Attorney (PoA) in the prescribed format, authorizing the designated representative to submit this bid.
383	Section No. 2 Page No. 7 Para No/Clause No. Entire Section	The entire Section 2 of the detailed invitation for bids i.e. the "**ITB**", appears to be designed as a standard template for construction/standard equipment supply/EPC arrangement wherein Convergence Energy Services Limited ("**CESL**") would be the employer, and as a result, several terms of the Section 2 (ITB)	We request CESL to please: (a) delete Section 2 (ITB) in its entirety given that it seems to be formulated as a standard template for construction/standard equipment supply/EPC arrangement wherein	Section 4 shall prevail
384	Section No. 3 Page No. 39 Para No/Clause No.	Similar to the above point on Section 2 (ITB), Section 3 i.e. "**GCC**" appears to be designed as a standard template for construction/standard equipment supply/EPC arrangement wherein CESL would be the employer, and as a result, all the terms of Section 3 (GCC) appears to be superfluous in the context of	We request CESL to please delete Section 3 (GCC) in its entirety given that it seems to be formulated as a standard template for construction/standard equipment supply/EPC arrangement wherein CESL would be the employer, and as a result, the terms of the Section 3 (GCC) are not relevant in the context of procurement, operation and maintenance of buses, in light of the proposed transaction structure.	Section 4 shall prevail
385	Section No. 4 Page No. 101 Para No/Clause No. 2	We understand that the incentives under the PM Electric Drive Revolution in Innovative Vehicle Enhancement Scheme ("**PM E-Drive Scheme**") will be released to the State Authorities in accordance with the achievement of certain specified milestones. Further we understand from the PM E-Drive Scheme that the support for e-buses under this scheme will be provided through the state transport undertakings.	Please clarify and confirm that the incentives under the PM E-Drive Scheme will be released to the selected bidder by the State Authorities forthwith. Additionally, please incorporate a covenant in the draft concession agreement which requires the authority to pass-on and release any incentives under the PM E-Drive Scheme to the Operator.	PM E-Drive notification and guidelines shall apply
	Section No. 4 Page No. 102			

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

386	Para No/Clause No. 2	We understand that CESL has shortlisted certain States who would be procuring buses under this RFP.	Please provide us with a copy of the binding commitment given by the shortlisted States. Whilst we have not been provided with a copy of the binding commitment given by such states to CESL stating that States would be bound by the terms of the RFP, we understand that this is the established process being followed by CESL and the other relevant authorities. We note that there exists a possibility wherein the States may attempt to separately negotiate the terms of the concession agreement with the successful bidder.	No Change, As per RfP
387	Section No. 4 Page No. 104 Para No/Clause No. 5.3	The Clause requires the bidder to examine and familiarize themselves about the project and nature of assignment, local conditions, availability of necessary materials etc.	Please share the locations of the sites where the concerned State Authority would provide land on license for the purposes of maintenance depots and parking of buses, to enable the bidders to undertake due diligence and site visit.	Amended
388	Section No. 4 Page No. 106 Para No/Clause No. 7.1	The Clause requires the bidder to furnish an earnest money deposit / bid security in the form of an irrevocable bank guarantee or insurance surety bond.	Please clarify the date up to which such earnest money deposit / bid security is required to be valid. Usually the earnest money deposit / bid security is required to be valid until the validity of the bid (i.e., 180 days from the bid due date). Please clarify and confirm that the earnest money deposit / bid security will be required to remain valid only until the bid validity period.	No Change, As per RfP
389	Section No. 4 Page No. 107 Para No/Clause No. 7.8	The Clause provides that the earnest money deposit / bid security of unsuccessful bidders would be returned within 60 days from the bid opening date or 30 days of issuance of LoCQ to the successful bidder, whichever is earlier.	Please note that once the bid validity period has expired, the bids would automatically become null and void, and therefore, the earnest money deposit / bid security should be returned to the unsuccessful bidders latest by the expiry of the bid validity period. Therefore, please modify this clause such that: Earnest money deposit / bid security of unsuccessful bidders would be returned, (a) 60 days from the bid opening date; (b) 30 days of issuance of LoCQ to the successful bidder; or (c) expiry of the bid validity period, whichever is earlier.	No Change, As per RfP
390	Section No. 4 Page No. 108 Para No/Clause No. 8.2(d)	The Clause states that the lead member of the consortium will be responsible for 100% of the total proposed commitment of equity investment of the consortium (i.e., its own equity contribution as well as the equity contribution of the other members).	This clause is extremely onerous on the lead member of the consortium. Please note that under the Companies Act, 2013 a shareholder's liability in a company is limited to the amount of the unpaid portion of their shares. Therefore, holding the lead member liable for the equity contribution of the other members is contradictory to the Companies Act, 2013. Also please note that any additional amount of equity required to be infused by a shareholder would also have a corresponding impact on the shareholding thresholds of the shareholders. Therefore, this provision may lead to a situation which would necessitate additional shareholding by the lead member beyond the mandatory lock-in set out under the concession agreement.	No Change, As per RfP
391	Section No. 4 Page No. 109 Para No/Clause No. 8.3(a)	The Clause prescribes the following if the selected bidder is a single bidder: (a) In the event the selected bidder is an OEM, the selected bidder may choose to execute the concession agreement or implement the project by itself or through a special purpose vehicle (i.e., a wholly owned subsidiary of the selected bidder); or (b) In the event the selected bidder is not an OEM (i.e., an infrastructure company), the selected bidder has to mandatorily execute the concession agreement and implement the project through a special purpose vehicle.	In the event the selected bidder is a single bidder and is not an OEM, this Clause restricts the selected bidder from executing the concession agreement and implementing the project through itself and necessarily requires the selected bidder to incorporate a special purpose vehicle. If the selected bidder is a single entity satisfying the eligibility criteria, it should ideally have the flexibility to implement the project by itself. Accordingly, please modify the Clause such that the incorporation of a special purpose vehicle is not mandatory in case of a single bidder irrespective of such single bidder being an OEM or not.	No Change, As per RfP
392	Section No. 4 Page No. 111 Para No/Clause No. 9.2(C)	A company incorporated in India under or prior to the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time).	The Clause seems to exclude any companies incorporated prior to the enactment of the Companies Act, 1956. Please note that Tata Motors Limited was incorporated in the year 1945. Therefore, please amend this requirement to allow the companies incorporated in accordance with the then applicable law (i.e., prior to the enactment of the Companies Act, 2013 as well as the Companies Act, 1956).	No Change, As per RfP
393	Section No. 4 Page No. 119 Para No/Clause No. 12.2	The Clause states: "*CESL, and only CESL, retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part. To be clear, this right is not automatically passed on to Cities participating in this Tender.*"	As you may be aware, the right to undertake negotiations is subject to procurement law in India, including the relevant guidance of the CVC, which ordinarily prohibits post tender negotiations. Accordingly, we request CESL to please delete this Clause.	No Change, As per RfP
394	Section No. 4 Page No. 119 Para No/Clause No. 12.2	The Clause states that upon declaration of the Selected Bidder by CESL, CESL shall suggest to the Authority for issuance of LoA and further agreement signing with these Selected Bidder(s).	Please note that it appears that CESL's declaration of the Selected Bidder is not strictly binding on the relevant STU / municipal corporation as CESL seems to be merely giving a suggestion for issuance of LoA and execution of the concession agreement. Please clarify and confirm that the STU / municipal corporations are bound by the outcome of this bid process.	No Change, As per RfP
395	Section No. 4 Page No. 123 Para No/Clause No. 17.2	The Clause states that CESL will issue a letter of confirmation of the quantity to the Selected Bidder.	Please note that the tender document does not explicitly prescribe an outer timeline within which CESL is required to issue the letter of confirmation of the quantity. In the interest of clarity please amend this clause to provide an outer timeline within which CESL is required to issue such letter of confirmation of the quantity (i.e., within the bid validity period).	No Change, As per RfP
	Section No. 4 Page No. 126			

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

396	Para No/Clause No. 21	The Clause entitles the city to carry out a detailed inspection and trial of the prototype bus in order to ensure compliance with the technical specifications prescribed in the tender document.	Please confirm that the inspection and trial of the prototype will occur only after achievement of the Appointed Date under the concession agreement, since the detailed contractual framework between the parties would become binding upon achievement of the Appointed Date.	No Change, As per RfP
397	Section No. 4 Page No. 153 Para No/Clause No. 4.1.4	The Clause provides for a period of 16 weeks from the date of agreement for satisfaction of CPs by each party.	Please note that procurement of relevant permits by the Operator may take additional time from a practical perspective. Accordingly, please provide a period of 120 days (as set out under the Niti Aayog's model draft).	No Change, As per RfP
398	Section No. 4 Page No. 157 Para No/Clause No. 5.1.11 (b)	The Clause provides, inter alia, that the Operator will "make or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining renewals or extensions of any Authority Applicable Permits after the Appointed Date."	Authority Applicable Permits may require the Authority to make applications with regard to such renewal or extension under its own sign/seal or/and letterhead. Accordingly, please delete this Clause.	No Change, As per RfP
399	Section No. 4 Page No. 159 Para No/Clause No. 5.2.6	The Clause provides, inter alia, that Authority's prior approval would be required (from a national security and public interest perspective) for selection or replacement of an O&M Contractor.	Please note that it is a very standard practice in contracts of this nature, that the Operator is required to engage sub-contractors, vendors, channel partners, dealers etc. for performing its obligations under the concerned contract. It would be cumbersome (and not practically feasible) for both the Operator as well as the Authority, that the Operator is required to seek prior approval of the Authority before engaging any sub-contractor, vendors, channel partners, dealers etc. In particular, the same would lead to a delay in engagement of sub-contractors, since the approval from the Authority would be a time-consuming process, which would result in a delay in the performance of the obligations by the Operator, which would be attributable to the Authority. Therefore, please delete the aforesaid requirement of obtaining Authority's prior approval. Further, this sort of a clause is relevant in the context of large scale strategic infrastructure assets such as airports, ports, railways, highways etc. where typically the Concessionaires engage a large scale O&M contractor for the entire O&M of the asset, as opposed to a contract of this nature for operation of buses, where the Operator would engage multiple sub-contractors for various small components of works. Accordingly, please modify this Clause as follows: "*Notwithstanding anything to the contrary contained under this Agreement, the Operator shall be permitted to engage sub-contractors, vendors, channel partners, dealers etc. for performing its obligations under the Agreement, provided always that the Operator retains overall management, responsiblity, obligation and liability in relation to the sub-contracted activity.*"	No Change, As per RfP
400	Section No. 4 Page No. 160 Para No/Clause No. 5.3	Change in ownership.	We note that the Change in Ownership obligations pertain to Selected Bidder's ownership of the SPV (i.e. the Operator). Therefore, please confirm that Clause 5.3 and any other obligations pertaining to Change in Ownership of the Operator would not apply in case the Selected Bidder itself enters into the Agreement directly with the Authority.	No Change, As per RfP
401	Section No. 4 Page No. 169 Para No/Clause No. 7.1 read 7.2	The Clauses requires the Operator and the Authority to provide certain representations and warranties in relation to, inter alia, its valid existence, financial standing and information provided in response to the tender documents.	Please note that under law, representations and warranties are statements of fact and not forward-looking covenants. Therefore, please modify the Clause such that these representations and warranties are only applicable at the time of execution of the concession agreement and Appointed Date.	No Change, As per RfP
402	Section No. 4 Page No. 170 Para No/Clause No. 7.1 (k)	Representation on change in ownership	We note that the Change in Ownership obligations pertain to Select Bidder's ownership of the SPV (i.e. the Operator). Therefore, please confirm that Clause 7.1(k) would not apply in case the Selected Bidder itself enters into the Agreement directly with the Authority.	No Change, As per RfP
403	Section No. 4 Page No. 172 Para No/Clause No. 8.1.4	The Clause provides, inter alia, that if the Authority becomes aware of any mistake or error in the information provided by it to the Operator, it will not be liable to the Operator even if fails to give a notice to the Operator of such mistake.	This Clause is unfairly onerous on the Operator. The Authority should be obligated to inform the Operator of any material mistake that the Authority becomes aware of regarding the information made available to the Operator as soon as is practicable after the discovery of such a mistake. Please accordingly amend the Clause so that such failure to notify the Operator would render the Authority liable for any Damages which arises from the Operator's genuine reliance on the incorrect information which the Authority has discovered to have been mistakenly provided.	No Change, As per RfP
404	Section No. 4 Page No. 174 Para No/Clause No. 9.1.1	Quantum of Performance Security	For the purpose of absolute clarity, please specify upfront the quantum of Performance Security for each Concession Agreement pertaining to buses to be supplied, operated and maintained in each city.	No Change, As per RfP
405	Section No. 4 Page No. 174 Para No/Clause No. 9.2.2	This Clause states that upon encashment and appropriation from the Performance Security, the Operation will be required to replenish the Performance Security to its original level within a specified period.	Please modify the Clause to clarify that the Operator is required to replenish the performance security to the original level prevailing at that relevant time in accordance with Clause 9.3.1.	Amended
	Section No. 4			

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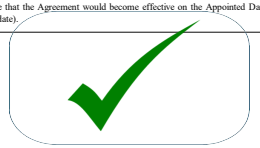
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

406	Page No. 174 Para No/Clause No. 9.3.1	The Clause provides for a release of performance security upon termination of the agreement on account of Authority Default, and the Clause does not provide for a release mechanism of the performance security on expiry of the term of the agreement.	Please incorporate an obligation on the Authority to release the performance security upon on expiry of the term of the Agreement.	No Change, As per RfP
407	Section No. 4 Page No. 176 Para No/Clause No. 10.2.2	The Clause, inter alia, states that the Operator will be granted leave and license rights in respect of the maintenance depots at locations that have not been specified.	The Operator will be required to develop, operate and maintain the Maintenance Depots at such sites, and it is therefore imperative that the Bidders are informed of the locations and the areas of the sites so that the same can be factored into their Bids. Please provide information about all the sites and the Real Estate Developments forming part of the Licensed Premises.	Amended
408	Section No. 4 Page No. 178 Para No/Clause No. 10.3.2	The Clause provides, inter alia, that in the event the financial close is delayed solely on account of the delay in grant of vacant access and right of way in relation to the land specified in the Appendix, the Authority shall pay to the Operator, Damages in the sum provided.	Please incorporate into the Clause that any delay in procuring such Right of Way in respect of the land included in the Appendix would excuse the Operator for failure to, or delay in, performing any of its obligations under the concession agreement to the extent that such failure or delay is a direct consequence of not being granted such Right of Way. Additionally, please clarify in the Clause that the Damages will be payable until such Right of Way is procured.	No Change, As per RfP
409	Section No. 4 Page No. 178 Para No/Clause No. 10.3.5	The Clause provides, inter alia, that: "***The Operator may, if so requested by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for ancillary buildings or for construction of works specified in any Change of Scope Order issued under Article 15, in accordance with this Agreement and upon procurement, such land shall form part of the Licensed Premises and vest in the Authority****, provided that the Operator may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith. Provided further that the cost of land acquired under this Clause 10.3.5 shall be borne by the Authority in accordance with Applicable Laws and that the land to be acquired by the Authority hereunder as a part of the Licensed Premises shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the ancillary buildings, electric sub-stations and approach roads thereof shall conform to the provisions of Schedule-A. It is further agreed that the Authority may, at any time after the Bid Date, suo moto acquire the land required hereunder."*	The underlined portion of the Clause seems to put the obligation of procuring land on the Operator. Such obligation is extremely onerous and cannot be undertaken by the Operator as it is not possible for the Operator to acquire land. Please amend this Clause such that the Authority shall be solely responsible, at its own cost, to procure/acquire land as may be required.	No Change, As per RfP
410	Section No. 4 Page No. 184 Para No/Clause No. 12.5.2 read with 12.5.3	The Clause provides, inter alia, that if the Operator fails to complete Fit Out Works by the Scheduled Maintenance Depot Completion Date, unless such failure has occurred due to a "Delay Event", it shall pay Damages to the Authority in the sum provided. If the Maintenance Depot Completion Date does not occur within 270 days from the relevant Scheduled Maintenance Depot Completion Date, unless such failure is due to a "Delay Event", the Authority shall be entitled to terminate the Concession Agreement.	The definition of the term "Delay Event" does not include delays caused by: (a) the Authority's failure to grant vacant possession and the Right of Way in respect of all land included in the Appendix as described in Clause 10.3.4 of Section – IV (on page 165 of the PDF); and (b) any other failure by the Authority to fulfil its obligations under the concession agreement in the time periods prescribed therein. Please incorporate the aforementioned delay into the definition of the term "Delay Event".	No Change, As per RfP
411	Section No. 4 Page No. 185 Para No/Clause No. 12.6.5	The Clause states that: *"If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Operator to an extension of time in accordance with this Clause 12.6, then the Operator shall not be entitled to an extension of time for the period of such concurrency."*	The Clause does not clearly set out which of the concurrent causes of delay would entitle the Operator to an extension of time. Please modify the Clause such that the extension of time should be for a period equivalent to the longer of the applicable concurrent causes of delay.	No Change, As per RfP
412	Section No. 4 Page No. 186 Para No/Clause No. 13.3	The timelines for delivery are linked to the date of execution and not the Appointed Date.	Please note that the Agreement would become effective on the Appointed Date, and therefore, any such timelines must be linked to the Appointed Date (and not the execution date).	No Change, As per RfP
413	Section No. 4 Page No. 186 Para No/Clause No. 13.4.1	The timelines for submission of drawings are linked to the date of execution and not the Appointed Date.	Please note that the Agreement would become effective on the Appointed Date, and therefore, any such timelines must be linked to the Appointed Date (and not the execution date).	No Change, As per RfP
	Section No. 4 Page No. 188			



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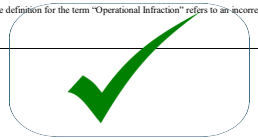
414	Para No/Clause No. 13.6.1	The timelines for delivery of prototype is subject to the outer limit of 8 weeks from the date of execution of the concession agreement and not the Appointed Date.	Please align this Clause with Niti Aayog's model draft which provides for a period of 90 days from the Appointed Date.	No Change, As per RfP
415	Section No. 4 Page No. 190 Para No/Clause No. 13.11.3	The Clause provides, inter alia, that if there is an accident, the Operator will be required to notify the relevant Government Instrumentalities verbally within 1 (one) hour of its occurrence and in the event such an accident involves any fatality, the Operator will intimate such accident verbally within 5 (five) minutes of the occurrence of such accident.	5 (five) minutes is not a sufficient time period within which the Operator can reasonably be expected to inform the relevant Government Instrumentality as well the Authority of the occurrence of a fatal accident. Please amend the Clause such that the Operator is required to relay such information verbally within 30 (thirty) minutes of the occurrence of such fatal accident.	No Change, As per RfP
416	Section No. 4 Page No. 198 Para No/Clause No. 16.4.3	The Clause states that: "*…the Authority may change an Operational Route any number of times. However, the Authority shall not change any Operational Route (involving a change of the origin, destination or opportunity charging locations) more than [ ] times in a Contract Year per Bus to ensure operational efficiencies.*"	Please clarify the maximum number of times in a Contract Year per Bus up to which the Authority can change an Operational Route involving a change of the origin, destination or opportunity charging locations.	No Change, As per RfP
417	Section No. 4 Page No. 200 Para No/Clause No. 16.6.1	The Clause provides, inter alia, that in case of a breakdown of a Bus en-route, the Operator will be required, as soon as is reasonably practicable, to "*provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which* ***it will be deemed as an Operator Default and*** *the Operator shall be liable to pay Damages of 20 kms deduction per instance…*"	The occurrence of a Breakdown amongst a fleet of Buses provided by the Operator is a distinct possibility, and such mechanical failure may occur for no fault of the Operator (for example, because of bad roads after rainfall). The Operator may then also possibly fail to provide a replacement Bus to complete the route and / or the next Bus plying the same Operational Route may not be able to take on all the inconvenienced Users. Clause 32.1.2 further provides that the Authority will have the right to terminate the Concession Agreement in the event of an Operator Default. The underlined portion of this Clause is therefore onerous on the Operator, as the liquidated damages provided for within the Clause ought to be sufficient compensation and serve as an adequate penalty for such incidents. Please accordingly delete the underlined portion of the Clause.	No Change, As per RfP
418	Section No. 4 Page No. 204 Para No/Clause No. 17.2.5	The Clause provides, inter alia, that the Operator will be required to furnish to the Authority the actual cost of repairs for any Unscheduled Maintenance arising out of the reasons specified in Clause 17.2.4 within a period of 3 days of the arrival of a bus at a maintenance depot.	Clause 17.2.4 provides that any maintenance or repair of a Bus, not being a Scheduled Maintenance, and arising out of any reason including Breakdown, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, will be undertaken by the Operator as Unscheduled Maintenance. Any and all Unscheduled Maintenance will form part of the Maintenance Obligations and will be undertaken by the Operator at its own expenses. Therefore, it is unclear why the Operator would be required to submit the estimated and the actual cost of repairs to the Authority for repairs to be undertaken at the Operator's own cost and expense under the events specified in Clause 17.2.4. Please accordingly amend Clause 17.2.5 such that (a) the Authority is required to reimburse the Operator for all costs and expenses with regard to any Unscheduled Maintenance required to be undertaken as a direct result of a breach by the Authority of its obligations under the Concession Agreement; and (b) the Operator is only required to submit such information about costs with regard to costs and expenses which will be reimbursable by the Authority to the Operator.	No Change, As per RfP
419	Section No. 4 Page No. 205 Para No/Clause No. 17.5.1	The Clause provides for payment of damages for failure to repair/rectify deficiency/defect.	Please confirm that the quantum of Damages set out in this Clause is the aggregate per day liability in respect of one or more Buses in case the Operator fails to comply with the Maintenance Requirements, and this quantum per day would not be calculated per bus.	No Change, As per RfP
420	Section No. 4 Page No. 213 Para No/Clause No. 19.5.2	The Clause states that: "*The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement,* ***the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 per bus times the number of buses allocated to the specific depot.***"	This Clause is unfairly onerous on the Operator. The Damages liable to be paid by the Operator should be limited to INR 2,500 per bus. Please revise the portion in bold to read as under: "***…the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 per bus.***"	No Change, As per RfP
421	Section No. 4 Page No. 219 Para No/Clause No. 20.7.2	Clause 20.7.2 provides, inter alia, that in case of the occurrence of any Operational Infraction, the Operator must pay to the Authority Damages as provided in a schedule.	The Schedule referred to in the Clause has not been provided. Please provide the said Schedule. Further, the definition for the term "Operational Infraction" refers to an incorrect Schedule. Please clarify the Schedule.	Amended



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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

422	Section No. 4 Page No. 222 Para No/Clause No. 21.1	The Clause provides, inter alia, that the Operator will achieve Financial Close within 16 weeks from the date of the Concession Agreement and in the event of delay, it will be entitled to a further period not exceeding 90 days, subject to the payment of liquidated Damages as provided, and a further period not exceeding 80 (eighty) days, subject to the payment of the increased liquidated Damages provided, *"that the Damages specified herein shall be payable every week in advance and the period beyond* ***the said 60 days*** *, shall be granted only to the extent of Damages so paid;…"*	The underlined portion of the Clause is ambiguous as it is unclear what 60 day period is being referred to. Please provide clarity in this regard. Further, please increase the period for achieving financial close to at least 120 days in place of 16 weeks.	No Change, As per RfP
423	Section No. 4 Page No. 225 Para No/Clause No. 22.3.1	The Clause states that each bus is required to ensure average bus kilometres in each year from the start of the first month of the contract year.	The Annual Assured Bus Kilometres per bus has not been specified. Please provide clarity in this regard.	No Change, As per RfP
424	Section No. 4 Page No. 226 Para No/Clause No. 22.5.2	The Clause provides, inter alia, the Allowed Energy Consumption for each bus lot.	The Allowed Energy Consumption for each bus lot has not been specified. Please provide clarity in this regard.	No Change, As per RfP
425	Section No. 4 Page No. 234 Para No/Clause No. 26.2	The Clause requires the appointment of auditors from the Panel of Chartered Accountants.	Please confirm that this Clause 26.2 is relevant in the context of an SPV only and will not apply if the Selected Bidder itself enters into the Agreement directly with the Authority, since the Selected Bidder would already be a pre-existing company and would have existing auditors.	No Change, As per RfP
426	Section No. 4 Page No. 236 Para No/Clause No. 27	The Clause prescribes the monies to be deposited and withdrawn from the escrow account in accordance with the prescribed waterfall mechanism.	The prescribed waterfall mechanism is typically used in revenue share agreements. In the current context since the fee is payable entirely by the authority to the operator, such a waterfall mechanism is not required. Further, in relation to payments to the lender, the selected bidder and its lender will have put in place a mechanism for repayment under financing agreements. Please consider modifying the clause such that the waterfall mechanism for payment of fee to the Operator is deleted.	No Change, As per RfP
427	Section No. 4 Page No. 239 Para No/Clause No. 28.2.2	The Clause provides, inter alia, that the "*Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses and at the Maintenance Depots. The Operator shall co-operate with any relevant organisations appointed by the Authority for the purpose of providing security…*"	The Clause is onerous on the Operator in so far as a ceiling limit on the expenditure for such enhancement of security has not been provided. Please incorporate the same.	No Change, As per RfP
428	Section No. 4 Page No. 245 Para No/Clause No. 29.7.2	As a consequence of this Clause, in case due to Covid-19 pandemic, the Operator is unable to operate buses, for instance, due to lock-down restrictions, it would continue to be liable for the maintenance of buses and Maintenance Deports, charging infrastructure etc. However, since the operations may have stopped, the Operator would not receive Fee from the Authority, which would become financially unsustainable for the Operator.	Please consider providing a mechanism which allows the Operator to recover its maintenance costs in case the operations of buses is prevented due to a non-political force majeure event.	No Change, As per RfP
429	Section No. 4 Page No. 252 Para No/Clause No. 32.1.1(s)	The Clause provides: "*The Operator has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect* ***provided that, as part of such amalgamation or reconstruction the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operator under this Agreement and the Project Agreements; and provided that:*** ***(i) The amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;*** ***(ii) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and*** ***(iii)Each of the Project Agreements remains in full force and effect.*** "	The underlined portion of the Clause seems to have been drafted as an exception to when such amalgamation or reconstitution would constitute an Operator Default. However, drafting seems to be unclear. Please amend the Clause as follows: *"The Operator has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect. Provided that, the same shall not be considered to be an Operator Default if, as part of such amalgamation or reconstruction the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operator under this Agreement and the Project Agreements; and provided that:* *(i) The amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;* *(ii) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and* *(iii)Each of the Project Agreements remains in full force and effect.* "	Amended

Signature :-
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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

430	Section No. 4 Page No. 254 Para No/Clause No. 32.2.1		Please include the following events as Authority Defaults: (a) a resolution for winding up of Authority is passed or any petition/ application for winding up of the Authority or corporate insolvency resolution process is admitted by a tribunal or court of competent jurisdiction and a provisional liquidator, receiver or an interim resolution professional is appointed and such order has not been set aside within 60 (sixty) days of the date thereof or the Authority is ordered to be liquidated or wound up by a tribunal or court. (b) Authority has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the operator, an effect on the Agreement. (c) Authority is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for Authority or for the whole or part of its assets that has a bearing on the Agreement.	No Change, As per RfP
431	Section No. 4 Page No. 263 Para No/Clause No. 34.1		Please confirm that this clause 34.1 would not apply in case of expiry of the Agreement given that the Buses and the Maintenance Deports would be towards the end of their economic lives.	No Change, As per RfP
432	Section No. 4 Page No. 263 Para No/Clause No. 34.2		In light of our query above pertaining to Clause 34.1, please confirm that this clause 34.2 would not apply in case of expiry of the Agreement.	No Change, As per RfP
433	Section No. 4 Page No. 275 Para No/Clause No. 39.3.1	The Clause provides that the arbitration shall be in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi.	Please remove reference to the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, and instead, state that the arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996.	Amended
434	Section No. 4 Page No. 275 Para No/Clause No. 39.3.2	The Clause provides for the constitution of the arbitral tribunal.	Please add the following language to the Clause: "*The third arbitrator so appointed by the arbitrators chosen by each of the two Parties shall be the Presiding Arbitrator.*" Further, in light of our comment on Clause 39.3.1 above, please remove reference to 'Rules' under this Clause and replace it with Arbitration and Conciliation Act, 1996.	Amended
435	Section No. 4 Page No. 278 Para No/Clause No. 41.2.3	The Clause provides for liquidated Damages of a certain amount to be paid if the Operator fails to address complaints contained in the Complaint Register.	Please confirm that the quantum of Damages set out in this Clause as this quantum would not be calculated on a per bus but rather be calculated for each day of delay.	No Change, As per RfP
436	Section No. 4 Page No. 297 Para No/Clause No. 43	The Clause provides: "'*Real Estate Development" shall have the meaning set forth in Annex-II.*"	We note that the term "Real Estate Development" has been defined to have the meaning ascribed to such term under Annex-II, which at present, does not provide any definition for such term. Please clarify whether 'Real Estate Development' would form part of the Concession Agreement.	No Change, As per RfP
437	Section No. 4 Page No. 323 Para No/Clause No. Schedule H	Clause 2.1., 2.2 and 2.3 of the Schedule contain, inter alia, placeholders in place of the period of notice to be given by the Operator and the Authority to the other in relation to Type tests.	Please provide the exact periods of notice to be given under each of the said Clauses.	No Change, As per RfP
438	Section No. 4 Page No. 340 Para No/Clause No. Clause 9.1, Schedule M	The Clause contains, inter alia, provisions regarding the Parties' obligations to indemnify the other Parties.	The Clause does not contain an explicit provision excluding consequential losses such as loss of profits. Please incorporate a provision excluding consequential losses from the Parties' obligation to indemnify.	No Change, As per RfP
439	Section No. 4 Page No. 345 Para No/Clause No. Schedule N	The Schedule contains placeholders with relation to certain qualifications for the drivers.	Please provide us with the exact number of years in in relation to each of the placeholders.	No Change, As per RfP
440	Section No. 4 Page No. 356 Para No/Clause No. Clause 7.1, Schedule Q	The Clause contains, inter alia, provisions regarding the Parties' obligations to indemnify the other Parties.	The Clause does not contain an explicit provision excluding consequential losses such as loss of profits. Please incorporate a provision excluding consequential losses from the Parties' obligation to indemnify.	No Change, As per RfP
441	Section No. 4 Vol-2 Page No. 60 Para No/Clause No. 4.1.3d	Procured all the Operator Applicable Permits specified in Schedule-C required for the procurement of the Buses and the Fit Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws	Delete clause 4.1.3 (d) from Article-4, Condition Precedent. Insert this conditon under Article-5, Obligations of Operator.	Amended
	Section No. 4 Vol-2 Page No. 69	The Operator shall be responsible for employing any and all competent manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and assuch the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel,	The following addition is suggested: " The Operator shall be responsible for employing any and all competent manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel,	

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

442	Para No/Clause No. 5.5.9	labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause 5.5.12.	all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower,personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause. Further, the Authority being the Principal employer/ occupier of the premises of the depot premises and shall issue a FORM V within 30 days of issuance of the LOA under the Contract Labour (Regulation and Abolition) Act, 1970 to the Operator and its sub-contrator if any to obtain a Labour License under the Contract Labour (Regulation and Abolition) Act, 1970."	No Change, As per RfP
443	Section No. 4 Vol-2 Page No. 70 Para No/Clause No. 5.8.1	5.8.1 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers to be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith and in the manner and form required by the Authority.	5.8.1 may be amended as follows: Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information in connection with this project (excepting proprietary in nature for Operator) that it may reasonably require or that it considers to be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith and in the manner and form required by the Authority.	No Change, As per RfP
444	Section No. 4 Vol-2 Page No. 71 Para No/Clause No. 5.13g	The Operator shall not employ category of persons as drivers for operating of Buses who were employed on any other bus service and were replaced by the owner/co-owner on a complaint made against him by the Authority.	It is requested to remove this clause.	No Change, As per RfP
445	Section No. 4 Vol-2 Page No. 97 Para No/Clause No. 13.11.3	14.4.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help, treatment and compensation in accordance with the Employees Compensation Act, 1923 and any other applicable laws.. The Authority shall provide reasonable assistance and support to the Operator in such situation.	Suggested Change: "The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 2 (two) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 1 (one) hour of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help, treatment and compensation in accordance with the Employees Compensation Act, 1923 and any other applicable laws.. The Authority shall provide reasonable assistance and support to the Operator in such situation."	No Change, As per RfP
446	Section No. 4 Vol-2 Page No. 100 Para No/Clause No. 14.3	If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved. Provided however, if the Operator is unable to achieve COD on account of a Delay Event, then the Operator shall be entitled to a day-for-day extension of the Scheduled COD if and only to the extent that COD is, or will be, delayed due to a Delay Event. In this context, the provisions of Clause 12.6 shall apply to any extension of the Scheduled COD that is sought by the Operator.	Clause 14.3 may be ammended by adding the following at the end of the clause: Incase there is a delay in commencement of operation post acheievemnt of Lot COD for Buses and COD for respective depots the Authority shall pay to the Operator damages at the rate of 0.1% of Performance Security per bus per day till the time operation is commenced.	No Change, As per RfP
	Section No. 4 Vol-2 Page No. 107	Incidents En-Route In case of a 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 the Breakdown. The Operator shall as soon as is	The following change is suggested: 16.6.1 In case of a 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 the Breakdown. The Operator shall as soon as is	

Signature :-
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447	Para No/Clause No. 16.6.1	reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 2 (two) hours, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	No Change, As per RfP
448	Section No. 4 Vol-2 Page No. 108 Para No/Clause No. 16.7.1	16.7 Advertising on Buses and Maintenance Depots 16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.	Clause 16.7.1 may be ammended as follows: Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots. Any loss or damage caused or claims made due to the display of any type of advertisements made on the Buses and Depots is the responsibility of the Authority. The Operator shall be fully indemnified in this regard.	No Change, As per RfP
449	Section No. 4 Vol-2 Page No. 126 Para No/Clause No. 20.6.2	20.6.2 The General Safety shall be calculated in terms of Mileage Accident Factor. Mileage Accident Factor = No. of mileage accidents in a month x 10,000 / Total Bus kms in a month	20.6.2 The General Safety shall be calculated by the number of accidents multiplied by 1,00,000 (One lakh) and divided by the cumulative Bus Kms operated for all Buses. The Severe Safety shall be calculated as the number of fatalities multiplied by 10,00,000 (Ten lakh) divided by the cumulative Bus KMs operated for all Buses. 20.6.3 The Operator agrees that the assured General Safety ("**Assured General Safety**") and the assured Severe Safety ("**Assured Severe Safety**"), as the case may be, determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 1 (one). 20.6.4 The Operator agrees that for every increase in the General Safety or the Severe Safety, as thecase may be, by a factor of 1 (one) as compared to the Assured General Safety or the AssuredSevere Safety, It shall pay Damages to the Authority at the rate of 1 % of the Monthly Fees. 2. Also Accidents to be defined as human injury solely due to Operator's fault.	No Change, As per RfP
450	Section No. 4 Vol-2 Page No. 127 Para No/Clause No. 20.7	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly Fees for that month.	To be ammended as The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 5% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly fees for that month. Since 20.2 to 20.7 is considered wherein 20.7 is operational infractions it will lead to double counting as well	Amended
451	Section No. 4 Vol-2 Page No. 133 Para No/Clause No. 22.5.1 & Schedule R	For illustration purpose only: A Allowed Energy Consumption (kWh) 7,410 B Base Electricity Tariff (INR/unit) 5 C Actual Electricity Tariff (INR/unit) 7 **Case 1: Metered Energy Consumed > A** D Billed units by DISCOM 8,000 E Electricity tariff variation to be paid for (units) 7,410 F Variation to be paid E*(C-B) 14,820 **Case 2: Metered Energy Consumed <= A** G Billed units by DISCOM 7,000 H Electricity tariff variation to be paid for (units) 7,000 I Variation to be paid H*(C-B) 14,000	Request authority to amend the clause as follows: Electricity Tariff means "Total Electricity charges" mentioned in the monthly discom electricity bill inclusive of all consumption charges, fixed charges, taxes and other charges imposed by DISCOM divided by the Total units mentioned in the DISCOM bill.	No Change, As per RfP
452	Section No. 4 Vol-2 Page No. 141 Para No/Clause No. 26.2.1	The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"),	It is requested to remove this Clause. Audit will be performed by Statutory Auditors of the Operator	No Change, As per RfP
	Section No. 4 Vol-2 Page No. 156	31.2 Authority to act on behalf of Operator 31.2.1 During the period of Suspension, the Authority may, at its option and at the risk and cost of the	The Clause 31.2.1 is suggested to be amended as follows: During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, with a maximum limitation of amount paid / payable to	

Signature :-
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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

453	Para No/Clause No. 31.2.1	Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of Buses.	Operator, for such activity remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of Buses.	No Change, As per RfP
454	Section No. 4 Vol-2 Page No. 170 Para No/Clause No. 34.1	34.1 Liability for defects after Termination Subject to Clause 33.4.1. (b), the Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost.All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.	34.1 Liability for defects after Termination Subject to Clause 33.4.1. (b), the Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost with a maximum limitation of amount paid / payable to Operator, for such activity	No Change, As per RfP
455	Section No. 4 Vol-2 Page No. 176 Para No/Clause No. 37.2	37.2 Indemnity by the Operator	It is requested to add a specific indemnity clause indemnifying the Operator too. The Operator shall be indemnified against any claims that may arise due to to non-compliance of applicable laws, not obtaining the requisite permits/licenses, etc. by the Authority	No Change, As per RfP
456	Section No. 4 Vol-2 Page No. 180 Para No/Clause No. 38.3.1	38.3 Property taxes 38.3.1 All property taxes on the Depot Sites shall be payable by the Authority as owner of the Depot Sites; provided, however, that any such taxes payable by the Operator under Applicable Laws for use of the Depot Sites shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of licence comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Operator to pay such stamp duties, which shall be reimbursed by the Authority to the Operator within 15 (fifteen) days of receiving the demand therefor.	The Clause 38.3.1 is suggested to be amended as follows: All property taxes on the Depot Sites shall be payable by the Authority as owner of the Depot Sites; provided, however, that any such taxes payable by the Operator under Applicable Laws for use of the Depot Sites shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of licence comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Operator to pay such stamp duties, which shall be reimbursed by the Authority to the Operator within 15 (fifteen) days of receiving the demand therefor.	No Change, As per RfP
457	Section No. 4 Vol-2 Page No. 216 Para No/Clause No. Schedule C	SCHEDULE-C : APPLICABLE PERMITS (See Clause 4.1.3) I. The following permits shall be obtained by the Operator: 1. For Buses (a) Commercial Vehicle Permit (b) Certificate of Registration of Buses (c) Certificate of Fitness (d) Bus Insurance (e) Customs Clearance Certificate (if needed) 2. For Maintenance Depot Any civil and electrical work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator. (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) Clearance of Pollution Control Board for installation of diesel generator sets (e) License for use of explosives (if needed) (f) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed) (g) Clearance of Pollution Control Board for Asphalt Plant (if needed) (h) Any other permits or clearances required under Applicable Laws II. The following permits shall be procured by the Authority: 1. No Objection Certificate from State Transport Department as applicable, from all concerned governments/authorities 2. Fare Notification 3. Stage Carriage Permit (if applicable in the course of the Concession Period. At present exempted under Sec 56 of the Motor Vehicles Act, 1988) 4. Conductor's License 5. Applicable permits for Buildings/ Building Plans from concerned (as per requirement) 6. Permission of State Government for cutting of trees (if needed) 7. Permission of State Government for Water supply (if needed) 8. Applicable Environment Clearance from State Government (as per requirement)	SCHEDULE-C : APPLICABLE PERMITS (See Clause 4.1.3) I. The following permits shall be obtained by the Operator: 1. For Buses (a) Commercial Vehicle Permit (b) Certificate of Registration of Buses (c) Certificate of Fitness (d) Bus Insurance (e) Customs Clearance Certificate (if needed) 2. For Maintenance Depot Any civil and electrical work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator. (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) Clearance of Pollution Control Board for installation of diesel generator sets (e) License for use of explosives (if needed) (f) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed) (g) Clearance of Pollution Control Board for Asphalt Plant (if needed) (h) Any other permits or clearances required under Applicable Laws II. The following permits shall be procured by the Authority: 1. No Objection Certificate from State Transport Department as applicable, from all concerned governments/authorities 2. Fare Notification 3. Stage Carriage Permit (if applicable in the course of the Concession Period. At present exempted under Sec 56 of the Motor Vehicles Act, 1988) 4. Conductor's License 5. Applicable permits for Buildings/ Building Plans from concerned (as per requirement) 6. Permission of State Government for cutting of trees (if needed) 7. Permission of State Government for Water supply (if needed) 8. Applicable Environment Clearance from State Government (as per requirement) 9. Fire safety clearance from Fire Department 10. Factory License under Factories Act 1948 11. Registration under Contract Labour Regulation & Abolition Act 1970	No Change, As per RfP
458	Section No. 4 Vol-2 Page No. 237	Schedule L	We request Schedule L to be finalized Depot wise based on depot cionditions. This is also as per RFP clause 4.1.3 (i)	

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SERVICES LIMITED, C=IN
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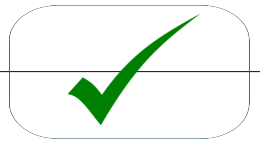
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

	Para No/Clause No. Schedule L			
459	Section No. 4 Vol-2 Page No. 270 Para No/Clause No. Schedule S	Schedule L Table: Parameters for Vehicle Health Monitoring:	The ITMS raw feed is provided to the authority. The details required would lead to huge penalty as the penalty is uncapped. This will affect the project viablity	No Change, As per RfP
460	Section No. 4 Vol-2 Page No. 274 Para No/Clause No. Schedule S	Schedule U List of infractions Sl No 4 of Table C Minor Accidents Sl No. 2 of Table D Major Accidents Sl No 1 of Table F Serious nature of breakdowns	These are requested to be removed as they are already considered under KPI of Reliability and General Safety	No Change, As per RfP
461	Section No. 4 Vol-2 Page No. 281 & 98 Para No/Clause No. Schedule V & Clause 14.1.5	Delay in rectifying Punch List - 1% (one per cent) of the Performance Security per affected bus per day	This is requested to be made as specific sum against each Bus like INR 2,500 per bus as in case	No Change, As per RfP
462	Section No. 4 Vol-2 Page No. 282 Para No/Clause No. Schedule W	This undertaking is irrevocable and unconditional and shall remain in force till the end of Contract Period.	As per market practice warranty terms and period would vary component wise, accordingly OEM should be allowed to provide undertaking for standard product warranty conditions rather than project life time warranty with board resolution.	No Change, As per RfP
463	Section No. 4 Vol-2 Page No. 288 Para No/Clause No. Schedule Z - 2.1	For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	Though this clause is kept majorly to avoid termination without reason, this need to be increased to minimum 20% on realistic terms	No Change, As per RfP
464	Section No. 4 Vol-2 Page No. 215 Para No/Clause No. Schedule B	(See Clause 12.5.1)	Please change the reference as the same is for Depot Specifiations	Amended
465	Section No. 4 Vol-2 Page No. 90 Para No/Clause No. 12.5.1	Depot specifications ann standards as per Scheduel B	Please change it to " Depot specifications and standards as per Schedule E	Amended
466	Section No. 4 Vol-2 Page No. 146 Para No/Clause No. 28.2.1	Providing security inside bus to prevent buses during vandalims and terrorism	Being public transport service, the respective STU with the help of local authorities to provide security for the buses	No Change, As per RfP
467	Section No. 4 Vol-2 Page No. 181 Para No/Clause No. 39.2	The concilation parties and layers is very lengthy - Delay the decision	Single layer with minimum members is recommended	No Change, As per RfP
468	Section No. 4, Vol 1 Page No. 12 Para No/Clause No. 6.1 Project management Charges	6.1 CESL will charge Project Management Charges (PMC) at the rate of INR 45,000 + GST as applicable per bus from the Selected Bidder(s) of each lot. Out of this amount, first tranche of INR 15,000 + GST as applicable per bus shall be paid to CESL within 30 days from the date of issuance of LoCQ by selected Bidders. The remaining amount of INR 30,000 + GST as applicable per bus shall be paid by the Selected Bidder for each lot as per the milestones defined in clause 6.2	(a) Request Authority to link the PMC charges with Subsidy milestones. (b) Request CESL to remove the requirement of PMC charges within 30days from the date of issuance of LoCQ. PMC charges shall be paid 50% at the time of issue of LOA by Authority and balance 50% at the time of signing the concession agreement. PMC fees shall be subjected to deduction of TDS as per applicable laws	No Change, As per RfP
469	Section No. 4,Vol 1 Page No. 95 Para No/Clause No. 13.6.2 Supply of Prototype	13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, 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 limit maximum damages to 5%(five percent) of performance security	No Change, As per RfP
470	Section No. 4,Vol 1 Page No. 96 Para No/Clause No. 13.9.2 Delay in Procurement	13.9.2 If the procurement of any Bus is delayed by a period exceeding 100 (Hundred) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default. The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Authority	Request the authority to limit maximum damages to 5%(five percent) of performance security	No Change, As per RfP
471	Section No. 4,Vol 1 Page No. 98 Para No/Clause No. 14.1.5 Entry into commercial service	14.1.5 The Authority Representative shall, pursuant to any inspection conducted under this Clause 14.1, also submit an inspection report for each Bus identifying any minor defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, an amount of 1% (one per cent) of the Performance Security per bus for each day of delay until all items of the Punch List for the particular bus are rectified.	Request Authority to amend as below: the Operator shall pay to the Authority as Damages, an amount of **0.1% (zero point one per cent) of the Performance Security per bus for each day of delay** until all items of the Punch List for the particular bus are rectified **with upper cap of 5% of performance security**	No Change, As per RfP



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SERVICES LIMITED, C=IN
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472	Section No. 4,Vol 1 Page No. 108 Para No/Clause No. 16.7.1 Advertising on Buses and Maintenance Depots	16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots	It is requested that the Operator should also be granted advertisment rights under the agreement with the prioir approval from Authority	No Change, As per RfP
473	Section No. 4,Vol 1 Page No. 126 Para No/Clause No. 20.6 Safety of Operations	20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.	Request Authority to amend as - The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority **at the rate of 0.1% of the performance security**	No Change, As per RfP
474	Section No. 4,Vol 1 Page No. 141 Para No/Clause No. 26.2 Appointment of auditors	The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. In case the bidder has an existing statutory auditor meeting the eligibility criteria mentioned in Schedule-T, the Operator shall request the Authority for appointment of the existing auditors for the project. The Authority may, at its discretion agree to the appointment of the operator's existing Statutory Auditor for the project. All fees and expenses of the Statutory Auditors shall be borne by the Operator.	As Tata Motors is a listed entity , it will be difficult to on-board specific auditors or additional auditors. Hence request authority to remove the point or give relaxation to listed entitiies	No Change, As per RfP
475	Section No. 4,Vol 1 Page No. 152 Para No/Clause No. 29.7.2 Allocation of costs arising out of Force Majeure	29.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and directly attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows: (b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Operator;	Request Authority to amend as below: Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and directly attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows: (b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, **such excess amount shall be reimbursed by the Authority** to the Operator;	No Change, As per RfP
476	Section No. 4,Vol 1 Page No. 163 Para No/Clause No. 32.4 Certain limitations on Termination Payment	32.4.1 Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 70 % (seventy per cent) of the Total Project Cost.	Request Authority to amend as below: Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due **shall at no time exceed 95 % of the Total Project Cost.**	No Change, As per RfP
477	Section No. 4,Vol 2 Page No. 271 Para No/Clause No. SCHEDULE-S : OPERATIONAL INFRACTIONS	Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un-capped category.	Data availability for every fleet below **95%** (ninety eight percent) in any month, **0.25%** of the Monthly Fees shall be deducted. This infraction will be capped at upper limit of **5% of performance security.**	No Change, As per RfP
478	Section No. 4,Vol 2 Page No. 286 Para No/Clause No. SCHEDULE-Y : KEY PERFORMANCE INDICATORS-DAMAGES & INCENTIVES		Request Authority to amend as below: Limits of Damages - KPIs: **5%** of the aggregate Monthly Fees payable. Operational Infractions:**3%** of the Monthly Fees for that month.	No Change, As per RfP
	Section No. 2 (ITB) Page No. 24	5.2.1 Quantity Variation/Option Clause CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of Contract.	Request Authority to amend as below: 5.2.1 Quantity Variation/Option Clause CESL reserves the right to vary the quantity of supply/services items upto **+25%** any items of the above altogether during the	

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PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

479	Para No/Clause No. 5.2. Quantity Variation/Option Clause & Repeat Order Clause	Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract. However, the finalized permissible variation in Quantity shall be specified in Section-4	validity of Contract. Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract. However, the finalized permissible variation in Quantity shall be specified in Section-4	Section 4 shall prevail
480	Section No. 3 (GCC) Page No. 49 Para No/Clause No. 42. Termination	42.1 Termination for CESL's Convenience	Request Authority to delete this clause-42.1 Termination for CESL's Convenience	Section 4 shall prevail
481	Section No. 4,Vol 1 Page No. 8 Para No/Clause No. 2. BACKGROUND		Request Authority to please clarify on below details: a. Please confirm on the milestone for release of subsidy. b. For 2nd tranche, will it be on first lot COD or Final COD?	No Change, As per RfP
482	Section No. 4,Vol 1 Page No. 17 Para No/Clause No. 9. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA	9.2 The eligibility criteria under this RfP is specified below: I) General Eligibility A. The Bid can be submitted by either a Single Bidder or a Consortium as specified in Clause 5.8 and Clause 8 of Volume 1 of this RfP. The bidders should be in existence at least from the last 3 years from the date of issuance of NIT. (In the case of consortium, this condition is to be fulfilled by all the members of consortium individually).	Request Authority to amend as below: 9.2 The eligibility criteria under this RfP is specified below: I) General Eligibility A. The Bid can be submitted by either a Single Bidder or a Consortium as specified in Clause 5.8 and Clause 8 of Volume 1 of this RfP.	No Change, As per RfP
483	Section No. 4,Vol 1 Page No. 18 & 20 Para No/Clause No. 9. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA	II) Technical Qualification Criteria: Furthermore, the Bidder may seek qualification based on technical capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria. III) Financial Qualification Criteria- Furthermore, the Bidder may seek qualification based on financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.	For Technical Qualification and Financial Qualification, as Tata Motors Limited is getting demerged and new Commercial Vehicle Company is being incorporated, credential of Tata Motors Limited /Commercial Vehicle company should be applicable	No Change, As per RfP
484	Section No. 4,Vol 2 Page No. 50 Para No/Clause No. 1. Part I Preliminary-CONCESSION AGREEMENT	(E) Pursuant to the issuance of LOA by Authority, the Selected Bidder shall be designated as the Operator. In case, the Selected Bidder proposes to form a SPV in accordance with the provisions of the RfP, such SPV shall be incorporated as a private limited company under the Companies Act, 2013 and designated as the Operator which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement for undertaking the Project.	Request Authority to amend as below: (E) Pursuant to the issuance of LOA by Authority, the Selected Bidder shall be designated as the Operator. In case, the Selected Bidder proposes to form a SPV in accordance with the provisions of the RfP, such SPV shall be incorporated as a **private/public limited company** and designated as the Operator which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement for undertaking the Project.	No Change, As per RfP
485	Section No. 4,Vol 2 Page No. 59 Para No/Clause No. 4.1 Conditions Precedent	4.1.3 The Conditions Precedent required to be satisfied by the Operator shall be deemed to have been fulfilled when the Operator shall have: (a) executed the Escrow Agreement; (b) executed the Substitution Agreement; …..	Request Authority to include below as part of Condition Precedent to be satisfied by Operator as well as by Authority : **-Registration in PSM portal by both STU and Operator shall be mandatory**	No Change, As per RfP
486	Section No. 4,Vol 2 Page No. 59 Para No/Clause No. 4.1 Conditions Precedent	4.1.2 The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) handed over to the Operator unencumbered and vacant possession and Right of Way to those Maintenance Depots that are required to be handed over prior to the Appointed Date in accordance with the provisions of Clause 10.2.4; (b) procured all Authority Applicable Permits as specified in Schedule-C; (c) subject to Clause 4.1.3(a), executed the Escrow Agreement; (d) subject to Clause 4.1.3(b), executed the Substitution Agreement; (e) if not already provided as on the date of this Agreement, the Authority shall, within 30 (thirty) days from the date of this Agreement, submit the Deployment Plan to the Operator in accordance with Clause 16.5.....		
	Section No. 4,Vol 2 Page No. 61 Para No/Clause No. 4.1 Conditions Precedent	(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, 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 beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the	(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, 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 beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to **a maximum of 10% of the Performance Security**. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedent, no Damages shall be due or payable to the Authority under this Clause 3 and the date on which the Operator shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3 shall be	No Change, As per RfP

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SERVICES LIMITED, C=IN
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487	Para No/Clause No. 4.3 Damages for delay by the Authority	Authority's ability to fulfil any of its Conditions Precedents,no Damages shall be due or payable by the Authority under this Clause 4.3 until the date on which the Operator shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.		No Change, As per RfP
488	Section No. 4,Vol 2 Page No. 62 Para No/Clause No. 4.4 Damages for delay by the Operator	(a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, 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 fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Authority may, in its sole 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 fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.	Request Authority to amend as below: In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, 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 fulfilment of such Conditions Precedent, **subject to a maximum of 10% of Performance Security**, and upon reaching such maximum, the Authority may, in its sole 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 fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.	No Change, As per RfP
489	Section No. 4,Vol 2 Page No. 91 Para No/Clause No. 12.5 Completion of the Maintenance Depots	12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	Request Authority to amend as below: 12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation; **subject to a maximum of 5% (five percent) of the performance security .** For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	No Change, As per RfP
490	Section No. 4,Vol 2 Page No. 98 Para No/Clause No.14.1 Inspection by the Authority	14.1.3 The Operator shall provide the assistance necessary for the Authority Representative to perform the inspection in accordance with the provisions of this Clause 14.1. For the avoidance of doubt, the Parties expressly agree that such inspection shall be completed within a period of 72 (seventy two) hours from the time when a Bus is made available for inspection and upon expiry thereof, the Bus shall, subject to satisfactory completion of the safety inspection under Clause 14.1.2, be deemed to have been approved by the Authority.	Request Authority to add the below to the clause: If post inspection of buses and acceptance of buses, Authority fails or delay in giving Schedule for such buses, **Operator should have the right to charge assured kms for such buses**	No Change, As per RfP
	Section No. 4,Vol 2 Page No.120	For determining that the Buses are being maintained in conformity with the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of tests which have failed. Provided that, the date and time of such tests shall be mutually discussed and agreed by the Parties keeping in mind the operation hours of any such Bus as per the Deployment Plan.	Request Authority to add below to the clause: In case of failure of test result, Operator will pay the entire cost. **Similarly if the test is successful and no default is found, STU should bare the entire cost for tests.**	

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491	Para No/Clause No. 19.4 Tests			No Change, As per RfP
492	Section No. 4,Vol 2 Page No. 126 Para No/Clause No. 20.7 Operational Infractions	20.7.1 The Operator shall Operate and Maintain the Buses so as to minimize the occurrence of any of the Operational Infractions. An Operational Infraction may be identified by the Authority (or the Authority's Representative) either through inspections of the Buses and Maintenance Depots, User complaints or review of the data generated from the ITS. 20.7.2 The Operator agrees that upon the occurrence of any Operational Infraction, it shall pay to the Authority Damages of an amount corresponding to the breach of such Operational Infraction as set out in Schedule-T. In the event of any repeated Operational Infractions, the rate of Damages payable by the Operator shall increase in accordance with the provisions of Schedule	Request Authority to add below to the clause: Incase STUs are giving schedule kms for **>95%** of the buses, any schedule not being met should not attract operational infraction penalties.	No Change, As per RfP
493	Section No. 4,Vol 2 Page No. 133 Para No/Clause No. 22.5 Electricity Cost	The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator. The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff (including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM)to be done annually subject to allowed energy consumption as defined in 22.5.2.	Request CESL to share power tariff rate for each city	No Change, As per RfP
494	Section No. 4,Vol 2 Page No. 159 Para No/Clause No. ARTICLE-32 : TERMINATION	32.1 Termination for Operator Default (i) a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 in any 6 (six) consecutive months or for	Request Authority to delete this clause	No Change, As per RfP
495	Section No. 4,Vol 2 Page No. 164 Para No/Clause No. ARTICLE-32 : TERMINATION	32.5 Other rights and obligations of the Authority Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses, provided that the Termination has occurred after COD; (b) take possession and control of the Maintenance Depots (including the Charging Infrastructure) forthwith; (c) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots; (d) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority's premises; (e) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and (f) succeed upon election by the Authority, without the necessity of any further action by the Operator, to the interests of the Operator under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.	Request Authority to amend this clause to include that possession of buses and maintenance depots shall be allowed only after termination payment is done.	No Change, As per RfP
	Section No. 4,Vol 2 Page No. 288	2.1 Amount of consideration For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay	Request Authority to amend as below: 2.1 Amount of consideration	

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496	Para No/Clause No. SCHEDULE-Z : COMPREHENSIVE MAINTENANCE AGREEMENT	the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of **30% of the applicable PK Fees** (at the time of Termination) against the Actual Bus Kilometers ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	No Change, As per RfP
497	Volume 1 126 21.4.5	Prototype testing and approval of the same (T4) - T3 + 8 weeks	Requesting authority to revise the delivery milestone of **BRTS Mode**l as follows: Prototype testing and approval of the same (T4) - T3 + **24 weeks**	No Change, As per RfP
498	Volume 1 126 21.4.5	Prototype testing and approval of the same (T4) - T3 + 8 weeks	Requesting authority to revise the delivery milestone of **9m Low Floor Bus** as follows: Prototype testing and approval of the same (T4) - T3 + **48 weeks**	No Change, As per RfP
499	Volume 1 128 Annexure A	Price Bid Format for Bengaluru & Delhi	Requesting to lot wise bidding for vehicle models as done similar to CESL 2 tender.	Amended
500	Schedule G 322 SN 1	9m/12m - Minimum 15% of the Quantity awarded - Within 24 weeks from the signing of Concession Agreement Date	Requesting authority to revise the delivery milestone of **BRTS** & 9m Low Floor Model as follows: **BRTS**- Within 48 weeks from the signing of Concession Agreement Date **9m Low Floor** - Within **72 weeks** from the signing of Concession Agreement Date	No Change, As per RfP
501	Volume 3; Tabel 1 387 SN 4	For Human Safety, Battery should also be certified with Office memorandum F.NO. 01(02) /2022 –AEI (20555) Dated 28th October 2022.	Request update the latest Office memorandumF.NO. 01(02) /2022 –AEI (20555) Dated 6th Septmenber 2023	Amended
502	Volume 3; Tabel 1 388 SN 5.5 h	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average)	The "annual average" condition mentioned needs to be either removed or further clarified, as its current interpretation is ambiguous.	Amended
503	Volume 3; Tabel 1 389 15	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	Requesting the authority to note: The range requirement will be met as per AIS 040 standards; however, actual operating conditions may vary. Same understanding is requested from the respective PTAs acknowledging this variation and should not be considered for any approval/Penalty.	Amended
504	Volume 3; Tabel 1 391 18 A	Wheelchair Boarding Devices - For 12m & 9 m standard floor Buses, Hydraulic Lift arrangement to be provided as per AIS:052 and AIS:153 for PwD Power operated ramp should be provided as per AIS-153 in case of low floor bus for PwD (Divyangjan)	Requesting authority to amend and allow to use manual ramps in low-floor buses due to the poor quality of locally available automatic ramps. 100% import is currently required to ensure reliability, which impacts localization efforts	Amended
505	Volume 3; Tabel 1 395 24.3 E	Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One at the rear compartment.	Request authorities to take up for deletion of this clause as this adds to redunduncy of Battery cut off switches, adds cost, weight and higher battery cable length.	No Change, As per RfP
506	Volume 3; Tabel 2 411 18.6 E	Minimum seating capacity: For wheelchair compatible buses: iii. For 12-meter bus (35 seats + 1 wheelchair + Driver), iv. For 9-meter bus (25 seats + 1 wheelchair + Driver).	Request authority to consider as follows: Minimum seating capacity: For wheelchair compatible buses: iii. For 12-meter bus (29 seats + 1 wheelchair + Driver), iv. For 9-meter bus (23 seats + 1 wheelchair + Driver).	Amended
507	Annexure 19 510	ANNEXURE 19 - CERTFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT	Request authority to Exclude traction motor from PMP list until magnet supply normalises. Relax DVA% requirement to allow imported motors.	No Change, As per RfP
508	Annexure 26 519	Certificate of Available Production Capacity	Request authority to note: manf. Capacity will be certied by CA/ Cewith UDIN but for other a,b & C - it will be provided on Bidder letter head	No Change, As per RfP
509	Annexure 19 & 21 519	Local Content - Certificate to be signed by Chartered Accountant/ Certified Cost Auditor	Requesting authority to accept both certificates at the time of bid submission, with final certificates to be submitted at the time of bus delivery, in line with the implementation of the PM-eDrive scheme	No Change, As per RfP
	19.7 121	The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform.		

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510	1	The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default		No Change, As per RfP
511	SCHEDULE-P 347 1	On Board Devices In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the on-board devices on each bus in accordance with the specifications listed in Annex 1 of this Schedule–P		
512	SCHEDULE-P 347 2	ITS- Requirements for Public Transport Vehicle Operations In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the data monitoring system comprising of all equipment and services listed in Annex 2 of this Schedule– P.		
513	SCHEDULE-P 347 3	Parameters and Data standards In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the list of standards in Annex 3 of this Schedule-P.	Request Authority to clarify if it is Clause 3 of Schedule P in PDF Page#348 or PDF Page # 425 ie Annexure 2 Guidelines for Communication between ITS Equipment and ITMS Cloud	No Change, As per RfP
514	SCHEDULE-P 347 3	Parameters and Data standards In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the list of standards in Annex 3 of this Schedule-P.	Request Authority to clarify communiction between Bus and Authority ITMS and communiction between Bus and Central ITMS will have same protocols as shared in RFPPDF Page # 425 ie Volume 3 - Annexure 2 Guidelines for Communication between ITS Equipment and ITMS Cloud	
515	SCHEDULE-P 347 4	Communication between ITS Equipment and ITMS Cloud In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the communication guidelines specified in Annexure 3 of Volume 3 (Technical specifications).		
516	SCHEDULE-P 348 Annex 1-iii	The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data, vehicle tracking data and any other data as required by the Authority. The Cost of such integration should be the responsibility of the Operator	Request Authority to modify the clause The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data as per Schedule P Annexure 3, vehicle tracking data and any other data as required by the Authority. -The Cost of such integration should be the responsibility of the Operator	No Change, As per RfP
517	SCHEDULE-P 348 Annex 1-v	The camera based passenger counter shall be integrated to the ITS at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority		
518	SCHEDULE-P 348 Annex 1-vii	ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3 of Schedule P	Request Authority to clarify if it is Clause 3 of Schedule P in PDF Page#348 or PDF Page # 425 ie Annexure 2 Guidelines for Communication between ITS Equipment and ITMS Cloud	Clause 3 of Schedule P no communication protocol, data standard and message Architecture
519	SCHEDULE-P 349 Annex 2-i	The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) – Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, Camera Surveillance System and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents		
520	SCHEDULE-P 349 Annex 2-ii	The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Central ITMS. The bidder shall give the Authority access to real time raw data feed from buses and support the Authority in integrating feed from the buses procured under the concession to centralized Intelligent Transit Management Systems (ITMS) to ensure monitoring of services and KPIs set out under Article 20 of the agreemen	Request Authority to clarify why 3 different protocols to connect to Central ITMS in the RFP 1) Sch P Annx 1 Pt # viii via MQTT to Central ITMS 2) Sch P Annx 1 Pt ix via API to Central ITMS 3) Sch P Annx 2 Pt ii as per AIS 140 to Central ITMS	No Change, As per RfP
521	SCHEDULE-S 363 3	Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly .Fees shall be deducted. This infraction will be considered in un-capped category	Request Authority to clarify how the Data Non Avaiblibity will be measured for non OEM issues such as Network Not available, Authority ITMS Server not commuicating etc	No Change, As per RfP
522	Volume 3 398 ii	The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Operator shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change.		No Change, As per RfP
523	Volume 3 398 iX	The successful bidders shall ensure device level interoperability of the ITMS to be communicated by Authority. A tentative such guideline is attached as Annexure 1 of the RfP	Guidlines missing in relevant section mentioned. Request Authority to share the guidelines device level interoperability of the ITMS to be communicated by Authority.	No Change, As per RfP
	Volume 3	Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified	Request Authority to clarify if the Protocol document shared in RFP pdf Page # 425 is the correct document	

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Date : 23-09-2025

524	421 9M/12M XVI	herein above in the Buses. Scope related to the NCMC based Ticket Validator and AFCS is not in scope of the Operator. However, the Operator needs to provide necessary AC / DC power arrangement for the NCMC based Ticket Validator near the gates of the buses as per the best industry practices. The bidder	Cloud and Authority Protocols are same. If different Request Authority to share the share interfacing protocols and Active Programming Interface as part of the RFP.	No Change, As per RfP	
525	Article 16 16.1.3 196	Under the Concession agreement and the Authority shall claim no right to transfer of ownership of such buses. Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure and opportunity Charging Stations, if any)) shall vest in the Authority without any Encumbrance	Softwares license used in Depot such as MS Office, SAP Hana, TSCMSL Fleetedge CMS cannot be handed over	No Change, As per RfP	
526	ARTICLE 24 24.1.2 230	Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure and opportunity Charging Stations, if any) shall vest in the Authority without any Encumbrance	Softwares license used in Depot such as MS Office, SAP Hana, TSCMSL Fleetedge CMS cannot be handed over	No Change, As per RfP	
527	ARTICLE 33 33.1.1 , C 258	provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, including transferring all relevant records, reports, software (including software codes) and manuals, and complete 'as built'	Softwares license used in Depot such as MS Office, SAP Hana, TSCMSL Fleetedge CMS cannot be handed over	No Change, As per RfP	
528	ARTICLE 33 33.4.1 259	provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations including transferring all relevant records, reports, software and manuals and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Buses, Maintenance Depots	Softwares license used in Depot such as MS Office, SAP Hana, TSCMSL Fleetedge CMS cannot be handed over	No Change, As per RfP	
529	Article 5: Obligation of the Operator 5.1 Obligations of the Operator 156 5.1	Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the Fit Out Works and Operation and Maintenance of the Maintenance Depots for the maintenance of Buses and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.	This clasue is contradicting with the scope of Operator and Authority. The Depot basic min infra needs to be developed by Authority. So needs to remove the clause from tender or Kindly provide more clarity on this clause.	No Change, As per RfP	
530	Artcicle 5 : Obligation of the Operator 156 5.1.5	Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply") including all allied Electric and Civil Infrastructure and its maintenance along with service equipment, tools and facilities required as may be required for day- to-day operations and maintenance of the buses .The Operator shall procure, install, operate and maintain adequate metering equipment for the Charging Infrastructure to accurately record throughout the term of this Agreement the electricity consumed for charging the Buses.	As the provision of power supply in the depot at HT level is in the scope of the Authority, so authority should install energy meter.	No Change, As per RfP	
531	Artcicle 5 : Obligation of the Operator 164 5.12	The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging a minimum 50 (fifty) Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructure are used only for the purpose of charging of Buses and no other purpose whatsoever.	Minimum of 50 Buses overnight charging facility to be developed despite the dept fleet allocation is < 50 Buses. This clause to be removed, the charging facility can be developed by the operator as per the fleet and route requirement.	No Change, As per RfP	
	ARTICLE-6 : OBLIGATIONS OF THE AUTHORITY 168	The following minimum depot infrastructure and its maintenance shall be provided by Authority: a) Proper drainage system at the depot to avoid stagnation of water . b) The depot pavement shall be concretized or blacktopped. c) Adequate parking area (approx. 150 sq.m. per bus including basic depot requirements, such as parking, workshops, staff amenities, administrative block, etc.) for parking of buses allocated to the depot and additional space for parking the spare			

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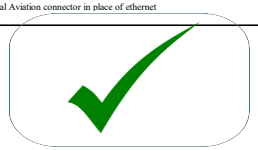
532	6.1.3	Buses deployed by the Operator. d) Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, fire hydrant System Street light, depot yard lighting, septic tank, workshop sheds (for washing facilities, maintenance / service pits @ 2 pits per 50 buses). e) Boundary wall: approx. 2 m height with 0.6m railing. In case of existing depots, wherein the buses are already in operations, the authority shall carry-out the required renovation of the above civil and electrical works.	Request Authprity to consider the Fire Fighting system in their scope for the depot premises, Also the Pits infra need to be developed inline to standard specifications and Safety clearances. Training room, Leadies wash rooms, Maintenance Bays, Accidental shed, Tyre Storage area, Hazardous waste storage facility, etc. need to be developed and handover by Authority,	No Change, As per RfP	
533	**ARTICLE-10 : RIGHT OF WAY FOR DEPOTS** 176 Article 10	On and from the Appointed Date, the Authority shall provide and grant to the Operator, vacant access, constructive possession including right of way to the maintenance depot and license to possess additional Maintenance Depots, if any in line with the Delivery Schedule so as to 4 Drafting Note – List of Maintenance Depots being handed over by the Authority prior to the Appointed	The list of allocated depots and tentative time line of city wise depots needs be shared to plan the charging facility in the same phased manner.	No Change, As per RfP	
534	12.5 Completion of Maintenance Depot 183 12.5.1	On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-B. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works within 8 weeks for 9m and 12 m Buses from the date on which each Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date") .	Operator can start the infra work related to charging system only after hand over of the depot by the Authority, so that Operator can do the work in safe and controlled enviroment. The construction Power and water will also be available in the proposed depotfrom authority.	No Change, As per RfP	
535	Schedule C: Applicable Permits 309 Schedule -C	2. For Maintenance Depot Any civil and electricial work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is	Operator will provide the technical details and drawings for the charging infra developed by them. So, the Fire fighting system needs to be considered under Minimum Depot Basic requirement, to be provided by the Authority.	No Change, As per RfP	
536	Schedule L 330 Para No/Clause No.	**SCHEDULE-L : MAINTENANCE DEPOTS EQUIPMENT** List of Equipments shared **Table**	Equipments like Lathe machine, Nitrogen tank, Paint booth , etc are needs to be removed from List shared or please mention in the clause, "The Equipment required for operation and maintenance only needs to be considered. Balance are not mandatory"	Amended	
537	21 126 Para No/Clause No.	INSPECTION AND PROCUREMENT SCHEDULE 21.4 A tentative timeline for the procurement is provided below: S. No. Details Timeline 1 Bid Due Date T0 2 Issuance of LoCQ to Bidders (T1) T1 3 Issuance of LoA by the Authority (T2) T1 + 4 Weeks 4 Submission of performance security and signing of Concession agreement (T3) T2 + 8 Weeks 5 Prototype testing and approval of the same (T4) T3 + 8 weeks 6 Completion of conditions precedent and handover of depots by the STU/Authority (T5)	Request Authority to revise the timeline of first 15% buses deployment as below- 7 Fit-out works completion and delivery of min 15% Buses qty (T6) T5 + **16 Weeks**	No Change, As per RfP	
538	SCHEDULE-S : OPERATIONAL INFRACTIONS 424 3, 4 & 5	3. Data Unavailability (Deductible): 21 Parameters	Request to Authority to Note: VHMD parameters mentioned under ITS-enabled bus Clause 25 of Volume 3 – Technical Specifications will be provided through CAN. The data transmission frequency will depend on the availability of the network service provider. Clarification is requested on the remaining features other than VHMD (17 Parameter)	No Change, As per RfP	
539	Annex - 3 List of Pameters and data standard 348	Electric bus (eBus) performance and safety are directly linked with the battery performance. The usage of eBus battery under sub-optimal conditions can directly influence the performance as well as life of the battery. Analysis of the impact of different stress factors (Battery temperature, C-rate, DOD, and SOC) on the battery can help in getting more insights into the degradation mechanism and battery aging (i.e. Calendar and Cyclic aging). Monitoring and analysis of some of the battery parameters during eBus operation is important to ensure optimal battery life and eBus performance along with a high level of safety. As the Battery Management System (BMS) of the eBus battery monitors all the critical parameters of the battery during eBus operation, the availability of these data with the Authority will help in better planning of eBus operation and charging strategies and ensure safety of operations.	VHMD parameters in Annexure 3 will be provided. Data monitoring and analysis, along with backend hardware/software integration, fall under the Authority's scope. The bidder will provide necessary assistance.	No Change, As per RfP	
540	Volume 3; ITS Enabled Bus 398 & 415 24	vii.Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 CCTV system with integrated emergency System and built-in tracking system (with min 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS. viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hiresolution CCTV cameras shall be installed each one facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment. Operating temp is -10ºC to 60ºC. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board.	Request authority to consider camera requirement as follows 3 No's - Inside (IP camera) 1 No's - Outside covering the front Road (Analog/ Non-IP) 1 No's - Reverse camera (Analog/ Non-IP)	Amended	
541	Annexure 1 A. Feature and Functionality 423 3, 4 & 5	4. There should be no impact on accuracy due to steps. Step counting feature should be there. 5. The Ethernet connector on the device should of Industrial Grade like M12 connector.	Request authority to consider: 4. Steeping count feature to be removed , however bidder ensures no impact on accuracy due to steps 5. Industrial Aviation connector in place of ethernet	Amended	
	Annexure 1	Certification:			



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542	B. Technical Specifications – Specifications and Integration	a. EMC: FCC Part 15, EN55022, EN55024, EN 50121-3-2, EN 61000-6-2 Radio: FCC Part 22, 24, RSS132,133, EN301 489-1, EN489-3 (-GP Only), EN 301 489-7, b. EN301 511,AS/ACIF S042.1, S042.3 c.Shock & Vibration Certification: IEC 61373 category 1, class B d. Safety Compliance: UL60950-1, cUL60950-1, IEC60950-1	Request to Authority: Kindly consider acceptance of Indian Standard certification for the ITS system, certified as per IS 16833 Annex C and UBS-II specifications.	No Change, As per RfP

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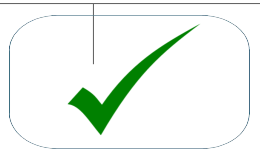
Sr.No.	Section No. Pare No. Para No/Clause No.	Descriptionas Per RfP	Queries/ Clarification of the bidder	*Remarks*	CESL Comments
543	4 14 8.3Project Implementing Entity	a)In case the Single Bidder is an OEM, is notified as Selected Bidder under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Selected Bidder, without any intermediaries involved. And, in case the Single Bidder is other than OEM (Infrastructure company), is notified as Selected Bidder under the provisions of this RfP, it has to necessary execute the Agreement and implement the Project through a Special Purpose Vehicle (SPV).	a)In case the Single Bidder is an OEM **or Associate of OEM**, is notified as Selected Bidder under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Selected Bidder, without any intermediaries involved. And, in case the Single Bidder is other than OEM (Infrastructure company), is notified as Selected Bidder under the provisions of this RfP, it has to necessary execute the Agreement and implement the Project through a Special Purpose Vehicle (SPV).	Kindly request you to allow Associate of OEM to bid as a Single Bidder as arrangement of Funding for the Project will be difficult for an OEM since it isavailing Loan for Manufacturing and Funding agencies will not fund for Operations for the entire Contract Period. Kindly consider	Amended
544	4 19 9.2The eligibility criteria under this RfP is specified below:	3.The bidder' must have an available annual capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least 60% of the quantity bidder is bidding for.	3.The bidder' must have an available annual capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least ~~60%~~ **30%** of the quantity bidder is bidding for.	Kindly consider	No Change, As per RfP
545	4 20 D-2	Certificate from Statutory Auditor ensuring compliance with the Net worth requirement.	Certificate from Statutory Auditor **/ Chartered Accountant** ensuring compliance with the Net worth requirement.	Kindly consider	No Change, As per RfP
546	4 23 9.5	In the case of OEM route (i.e. D1& D2 route), the bidder is not allowed to change the OEM after final submission of the bid. However, in the case of Infrastructure route (i.e. E1& E2 route), the bidder has an option to supply the Buses from one or more OEMs, provided these OEMs meet the technical qualification criteria as per the RfP.	In the case of OEM **or Associate of OEM** route (i.e. D1& D2 route), the bidder is not allowed to change the OEM after final submission of the bid. However, in the case of Infrastructure route (i.e. E1& E2 route), the bidder has an option to supply the Buses from one or more OEMs, provided these OEMs meet the technical qualification criteria as per the RfP.	Kindly consider	Amended
547	4 33 21.4	1. Bid Due Date - T0 2. Issuance of LoCQ to Bidders (T1) - T1 3. Issuance of LoA by the Authority (T2) - T1 + 4 Weeks 4. Submission of performance security and signing of Concession agreement (T3) - T2 + 8 Weeks 5. Prototype testing and approval of the same (T4) - T3 + 8 weeks 6. Completion of conditions precedent and handover of depots by the STU/Authority (T5) - T3 + 16Weeks 7. Fit-out works completion and delivery of min 15% Buses qty (T6) - T5 + 8 Weeks 8. Delivery of minimum 40% Buses qty (T7) - T6 + 16 Weeks 9. Delivery of minimum 70% Buses qty (T8) - T7 + 16 Weeks 10. Delivery of 100% Buses qty awarded in the LOA - T8 + 16 Weeks	1. Bid Due Date - T0 2. Issuance of LoCQ to Bidders (T1) - T1 3. Issuance of LoA by the Authority (T2) - T1 + 4 Weeks 4. Submission of performance security and signing of Concession agreement (T3) - T2 + 8 Weeks 5. Prototype testing and approval of the same (T4) - T3 + ~~8~~ **12** weeks 6. Completion of conditions precedent and handover of depots by the STU/Authority (T5) - T3 + ~~16~~ **20** Weeks 7. Fit-out works completion and delivery of min 15% Buses qty (T6) - T5 + ~~8~~ **12** Weeks 8. Delivery of minimum 40% Buses qty (T7) - T6 + ~~16~~ **20** Weeks 9. Delivery of minimum 70% Buses qty (T8) - T7 + ~~16~~ **20** Weeks 10. Delivery of 100% Buses qty awarded in the LOA - T8 + ~~16~~ **20** Weeks	Kindly consider	No Change, As per RfP
548	4 34 24	Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable. Bidder should also comply Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable.	Bidder should comply Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE Scheme or as updated/applicable ~~from time to time along with any latest guidelines~~ **before the due date of bid submission** issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable. Bidder should also comply Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable ~~from time to time along with any latest guidelines~~ **before the due date of bid submission** issued by MHI on PMP for EV Chargers as applicable.	OEMs cannot comply with the future requirements and request you to consider as on the date of bid submission. Kindly consider	No Change, As per RfP
549	4 38 Annexure C	Depot Details: (1) Ahmedabad (2) Surat (3) Hyderabad Please note that the depot details are tentative and are based on information shared by the cities. The location of these depots might change.	**For Ahmedabad, Surat and Hyderabadf: Kindly request you to provide us the Type of Bus proposed at each depot as given in Delhi and Bengaluru depots.** **Also, request you to not change the depots post submission of bids.**	This will help the bidder to acces the Infrastructure compliances during bid submission. Kindly provide	Amended
	4				



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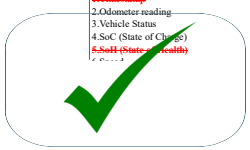
550	59 4.1Conditions Precedent	4.1.3The Conditions Precedent required to be satisfied by the Operator shall be deemed to have been fulfilled when the Operator shall have:	4.1.3The Conditions Precedent required to be satisfied by the Operator **prior to the Appointed Date** shall be deemed to have been fulfilled when the Operator shall have:	Timeline needs to be provided for fulfilling the Conditions Precedent and timeline to be inline with Clause No. 4.1.2. Kindly Consider	No Change, As per RfP
551	4 73 5.13Obligations relating to appointment of Drivers and Staff	t.Simulators for driver training (minimum 1 simulator for each city in which Operator has deployed Buses under the PM E-DRIVE scheme)	**Kindly request you to delete this Simulation Training Requirement**	In Present days, training is been given in real time bus. Kindly consider	No Change, As per RfP
552	4 95 13.4Prototype	13.4.1The Operator shall, within 21 (twenty one) days from the date of signing of concession agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	13.4.1The Operator shall, within ~~21 (twenty one)~~ **60 (Sixty)** days from the date of signing of concession agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	Kindly consider	No Change, As per RfP
553	4 95 13.6 Supply of Prototype	13.6.1The Operator shall, no later than 8 weeks (for 12m and 9m buses) after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the city (and/or any nominated officials/agency by city), the tests and trials conducted in accordance with the provisions of Clause 13.5.	13.6.1The Operator shall, no later than ~~8~~ **12** weeks (for 12m and 9m buses) after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the city (and/or any nominated officials/agency by city), the tests and trials conducted in accordance with the provisions of Clause 13.5.	Kindly consider	No Change, As per RfP
554	4 121 19.7Real Time Data Access	The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.	**Kindly request you to allow the OEMs to use different ITMS suppliers for each Model in the same City**	Kindly consider	No Change, As per RfP
555	4 138 25.1Insurance during Contract Period	The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.	The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period. The Operator shall procure that in each insurance policy~~, the Authority shall be a co-insured.~~	Kindly consider	No Change, As per RFP
556	4 229 Schedule G	Minimum 15% of the Quantity awarded - Within 24 weeks from the signing of Concession Agreement Date Minimum 40% of the Quantity awarded - Within 40 weeks from the signing of Concession Agreement Date Minimum 70% of the Quantity awarded - Within 56 weeks from the signing of Concession Agreement Date 100% of the Quantity awarded - Within 72 weeks from the signing of Concession Agreement Date	Minimum 15% of the Quantity awarded - Within ~~24~~ **28** weeks from the signing of Concession Agreement Date Minimum 40% of the Quantity awarded - Within ~~40~~ **44** weeks from the signing of Concession Agreement Date Minimum 70% of the Quantity awarded - Within ~~56~~ **60** weeks from the signing of Concession Agreement Date 100% of the Quantity awarded - Within ~~72~~ **76** weeks from the signing of Concession Agreement Date	Kindly consider	No Change, As per RfP
557	4 255 Annex – 1 On Board Devices	7. Panic Button - Each row of the seat	7. Panic Button - **As per AIS 140** ~~Each row of the seat~~	Kindly consider	No Change, As per RfP
	4	1.Timestamp 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) 5.SoH (State of Health)	~~1.Timestamp~~ 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) ~~5.SoH (State of Health)~~		



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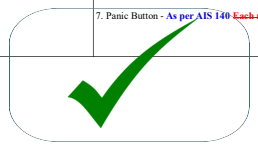
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

558	257 Annex - 3 List of parameters and data standard	6.Speed 7.Acceleration 8.Voltage (pack and cell level) 9.Current (pack and cell level) 10.Power 11.Charger Current 12.Charger Voltage 13.Ambient temperature 14.Battery Cell temperature 15.Motor temperature 16.BMS error 17.Coolant Temperature	6.Speed ~~7.Acceleration~~ ~~8.Voltage (pack and cell level)~~ ~~9.Current (pack and cell level)~~ ~~10.Power~~ ~~11.Charger Current~~ ~~12.Charger Voltage~~ ~~13.Ambient temperature~~ ~~14.Battery Cell temperature~~ ~~15.Motor temperature~~ ~~16.BMS error~~ ~~17.Coolant Temperature~~	These are OEM parameters. Kindly consider	No Change, As per RfP
559	4 282 SCHEDULE-W	6.We are herewith enclosing a copy of the Board Resolution in support of this undertaking.	~~6.We are herewith enclosing a copy of the Board Resolution in support of this undertaking.~~	Kindly consider	No Change, As per RfP
560	4 288 SCHEDULE-Z	For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of ~~10%~~ **25%** of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	Kindly consider	No Change, As per RfP
561	4 294 5.2 Battery Life	Battery to be used in mobility application upto 80% SoH. Operator to replace battery when SoH falls below 80%.	Battery to be used in mobility application upto 80% SoH. ~~Operator to replace battery when SoH falls below 80%.~~	Since, these tenders are GCC and operating the daily kms is the responsibility of the Operator. So, Kindly delete this requirement	No Change, As per RfP
562	4 295 5.5 Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-5) to 50 degrees centigrade, humidity level from 5% to 100%.	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-5) to 50 degrees centigrade, humidity level from 5% to **95%** ~~100%.~~	Kindly consider	No Change, As per RfP
563	4 296 12.2 Electrical Wiring and Controls type	Multiplexing type: As specified separately under ITS specifications and conforming to IP 67. It should be as per UBS-II and AIS:153.	Multiplexing type: As specified separately under ITS specifications and conforming to **IP 65 /** IP 67. It should be as per UBS-II and AIS:153.	Kindly consider	Amended
564	4 296 15. Charging Range	The minimum range on single charge: (i)200 kms (at 80% SoC) for 12 m bus (ii)180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	The minimum range on single charge: (i)200 kms (at 80% SoC) for 12 m bus (ii)180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond **180kms for 9m and 200 Kms for 12m**.	Since 9m Single Charge Range requirement is 180kms, Opportunity Charging to b e provided after 180kms . Kindly consider	Amended
565	4 297 17. Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturing design. -2 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door **OR** as per manufacturing design. -2 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	Kindly consider	No Change, As per RfP
566	4 297 17.A. Operating mechanism	Passenger Door: Power operated Electro pneumatically controlled Driver Door: Manually Operated	Passenger Door: Power operated Electro pneumatically controlled **or As per Manufacturer Design** Driver Door: Manually Operated	Kindly consider	No Change, As per RfP
567	4 304 25 ITS enabled Bus	7. Panic Button - Each row of the seat	7. Panic Button - **As per AIS 140** ~~Each row of the seat~~	Kindly consider	No Change, As per RfP



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User ID : deepak.mittal
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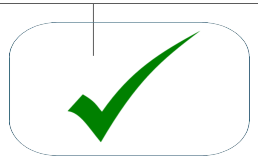
568	4 305 25 ITS enabled Bus	1.Timestamp 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) 5.SoH (State of Health) 6.Speed 7.Acceleration 8.Voltage (pack and cell level) 9.Current (pack and cell level) 10.Power 11.Charger Current 12.Charger Voltage 13.Ambient temperature 14.Battery Cell temperature 15.Motor temperature 16.BMS error 17.Coolant Temperature	~~1.Timestamp~~ 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) ~~5.SoH (State of Health)~~ 6.Speed ~~7.Acceleration~~ ~~8.Voltage (pack and cell level)~~ ~~9.Current (pack and cell level)~~ ~~10.Power~~ ~~11.Charger Current~~ ~~12.Charger Voltage~~ ~~13.Ambient temperature~~ ~~14.Battery Cell temperature~~ ~~15.Motor temperature~~ ~~16.BMS error~~ ~~17.Coolant Temperature~~	These are OEM parameters. Kindly consider	No Change, As per RfP
569	4 307 26.7 Passengers stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 ± 0.1 meter on alternate stanchions mainly for persons with disabilities.	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of **0.9 to** 1.2 ~~**± 0.1**~~ meter on alternate stanchions mainly for persons with disabilities.	This shall be inline with 18 (M) in Page No. 299. Kindly consider	Amended
570	4 308 29. Air conditioning system (HVAC to be provided according to Authority guidelines in colder cities)– test procedure for type approval	Specifications, Target results, apparatus and procedure as per UBS II with both the conditions of 42 & 48 degrees. -Min. 26 kW for 9m, -Min. 34 kW for 12m	Specifications, Target results, apparatus and procedure as per UBS II with both the conditions of 42 ~~**&**~~ **OR** 48 degrees. -Min. 26 kW for 9m, -Min. 34 kW for 12m	Kindly consider	No Change, As per RfP
571	4 309 30.3 Destination boards	**For Inside Display:** The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English. The illumination system will be of modular display type. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles.	**For Inside Display:** The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English. The illumination system will be of modular display type. The display shall be mounted behind the driver **or behind windscreen ahead of driver** at an appropriate height for clear visibility to all passengers in the bus from all angles.	As per our design, Internal Destination board is provided on the Windscreen. Kindly consider	Amended
572	4 PDF Page No. 403 33. Fire Detection & Alarm System (FDAS)	As per AIS:135	**Kindly request you to allow the OEMs to provide Ftire Detection & Suppression System (FDSS)**	Providing the advanced feature in the buses for suppressing the fire. Kindly consider	Amended
573	4 Pdf Page No. 405 5.5 Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-5) to 50 degrees centigrade, humidity level from 5% to 100%.	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-5) to 50 degrees centigrade, humidity level from 5% to **95%** ~~**100%.**~~	Kindly consider	No Change, As per RFP
574	4 PDF Page No. 407 12.2 Electrical Wiring and Controls type	Multiplexing type: As specified separately under ITS specifications and conforming to IP 67. It should be as per UBS-II and AIS:153.	Multiplexing type: As specified separately under ITS specifications and conforming to **IP 65 /** IP 67. It should be as per UBS-II and AIS:153.	Kindly consider	Amended
575	4 PDF Page No. 407 15. Charging Range	The minimum range on single charge: (i)200 kms (at 80% SoC) for 12 m bus (ii)180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	The minimum range on single charge: (i)200 kms (at 80% SoC) for 12 m bus (ii)180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond **180kms for 9m and 200 Kms for 12m**.	Since 9m Single Charge Range requirement is 180kms, Opportunity Charging to b e provided after 180kms . Kindly consider	Amended
576	4 PDF Page No. 408 17. Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates	BRTS: Entry and exit Door: Power operated passenger door, JK type/ In- Swing door as per manufacturing design. -3 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	**Kindly clarify the no. of doors required on LH Side and RH Side**	Kindly clarify	Amended
	4				



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577	PDF Page No. 409 17.1.E Number of gates	One at front and 2 (two) nos. each at rear on both side	**Kindly request you to consider the Wheelbase door at Rear on both sides**	Kindly consider	Amended
578	4 PDF Page No. 409 17.1.F to I	F) Fixed partition between gates – full height: Optional. The Bus operator to provide options for fixed partition after accommodating required width of BRTS doors and seating arrangement as per the requirement of the RfP G) Width of partition in mm: 400(maximum) H) Location of partitions between exit and entrygates on both sides: Vertical centre line of the partition is centre line of wheel base I) Positioning doors with respect to partition: One on each side of partition	**Kindly request you to consider the following Seating Options:** **In 12m with partition of 200mm:** **Seating Capacity - 33+Wheel Chair space+D** **Seat Configuration - 2x2** **Partition: 200mm** **Service Doors:** **LH Side: FOH – 1 No. (1000 mm)** **WB – 1 No. (1300 mm)** **RH Side: 2 Nos. (1200 mm)** **9m BRTS with no partition:** **Seating Capacity - 25+Wheel Chair space+D** **Service Doors** **LH Side: FOH – 1 No. (900 mm)** **WB – 1 No. (1300 mm)** **RH Side: 1 Nos. (1300 mm)**	Kindly consider	Amended
579	4 Pdf Page No. 414 25 ITS enabled Bus	7. Panic Button - Each row of the seat	7. Panic Button - **As per AIS 140** ~~**Each row of the seat**~~	Kindly consider	No Change, As per RfP
580	4 Pdf Page No. 415 24 ITS enabled Bus	1.Timestamp 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) 5.SoH (State of Health) 6.Speed 7.Acceleration 8.Voltage (pack and cell level) 9.Current (pack and cell level) 10.Power 11.Charger Current 12.Charger Voltage 13.Ambient temperature 14.Battery Cell temperature 15.Motor temperature 16.BMS error 17.Coolant Temperature	~~**1.Timestamp**~~ 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) ~~**5.SoH (State of Health)**~~ 6.Speed ~~**7.Acceleration**~~ ~~**8.Voltage (pack and cell level)**~~ ~~**9.Current (pack and cell level)**~~ ~~**10.Power**~~ ~~**11.Charger Current**~~ ~~**12.Charger Voltage**~~ ~~**13.Ambient temperature**~~ ~~**14.Battery Cell temperature**~~ ~~**15.Motor temperature**~~ ~~**16.BMS error**~~ ~~**17.Coolant Temperature**~~	These are OEM parameters. Kindly consider	No Change, As per RfP
581	4 Pdf Page No. 416 25.7 Passengers stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 ± 0.1 meter on alternate stanchions mainly for persons with disabilities.	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of **0.9 to** 1.2 ~~**± 0.1**~~ meter on alternate stanchions mainly for persons with disabilities.	This shall be inline with 17 (F) in Page No. 410. Kindly consider	Amended
582	4 Pdf Page No. 419 30 Destination boards	**For Inside Display:** The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English. The illumination system will be of modular display type. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles.	**For Inside Display:** The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English. The illumination system will be of modular display type. The display shall be mounted behind the driver **or behind windscreen ahead of driver** at an appropriate height for clear visibility to all passengers in the bus from all angles.	As per our design, Internal Destination board is provided on the Windscreen. Kindly consider	Amended
583	4 PDF Page No. 403 33. Fire Detection & Alarm System (FDAS)	As per AIS:135	**Kindly request you to allow the OEMs to provide Ftire Detection & Suppression System (FDSS)**	Providing the advanced feature in the buses for suppressing the fire. Kindly consider	Amended
584	4 Pdf Page No. 420 Note	XI.Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	XI.Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to ~~**65**~~ **50**°C.	Kindly consider	Amended
585	4 38 ANNEXURE 10	FORMAT FOR LETTER OF UNDERTAKING	**Kindly request you to delete this requirement from the tender**	Kindly consider	No Change, As per RfP

Signature :-
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<table>
<tr><th>S.No</th><th>Section No.
Page No.
Para No/Clause No.</th><th>Description as Per RFP</th><th>Queries/ Clarification of the bidder</th><th>Remarks</th><th>CESL Comments</th></tr>
<tr><td>586.</td><td>Section No. 3 (IFB) & 7.4 (ITB)
Page No. 3 & 14
Para No/Clause No. 3 (IFB) & 7.4 (ITB)</td><td>7.4 Earnest Money Deposit (EMD)/ bid security:
<table><tr><th>S.No</th><th>City Name</th><th>No of buses</th><th>EMD requirement (In</th></tr><tr><td>1</td><td>Ahmedabad</td><td>1,000</td><td>28.21</td></tr><tr><td>2</td><td>Bengaluru</td><td>4,500</td><td>121.65</td></tr><tr><td>3</td><td>Delhi</td><td>2,800</td><td>87.93</td></tr><tr><td>4</td><td>Surat</td><td>600</td><td>15.10</td></tr><tr><td>5</td><td>Hyderabad</td><td>2,000</td><td>59.96</td></tr><tr><td>Total</td><td></td><td>10,900</td><td>312.86</td></tr></table></td><td>Request to consider EMD of Rs. 50,000 per bus</td><td>Request to consider EMD of Rs. 50,000 per bus to ensure wider participation of bidders</td><td>No Change, As per RfP</td></tr>
<tr><td>587.</td><td>Section No. 2 (ITB)
Page No. 25 of 32
Para No/Clause No. 5.5.1</td><td>5.5.1 Signing the Contract Agreement:
Within twenty-eight (28) days of receipt of the contract agreement, the successful bidder shall sign and date the contract agreement and return it to CESL.</td><td>Signing the Contract Agreement:
Within twenty-eight (28) or as intimated by Authority days of receipt of the contract agreement, the successful bidder shall sign and date the contract agreement and return it to CESL</td><td>Request to kindly consider</td><td>Section 4 shall prevail</td></tr>
<tr><td>588.</td><td>Section No. 2 (ITB)
Page 26 of 32
Para No/Clause No. 5.6</td><td>5.6 Performance Security:
Within twenty-eight (28) days after receipt of the letter of award, the successful bidder shall furnish the performance security for three to ten percent (3% to 10%) of the Contract Price</td><td>Within ~~twenty-eight (28) days~~ 45 days ~~after receipt of the letter of award, the successful bidder shall furnish performance security~~ at Rs. 50,000/- ~~per bus on Pro rata reduction at year on year basis for three to ten percent (3% to 10%) of the Contract Price~~ 3 years and the same shall be extended before 30 days of its expiry.</td><td>Request to kindly consider
This helps us in quoting the best possible rate.</td><td>Section 4 shall prevail</td></tr>
<tr><td>589.</td><td>Section No. 2 (ITB)
Page No. 18 of 32</td><td><u>Removal of Rejected Goods and Replacement:</u></td><td>The bidder shall arrange removal/repair of the rejected items within ~~15~~ 30 ~~days from the</td><td>Request to consider</td><td>Section 4 shall prevail</td></tr>
<tr><td>590</td><td>Para No/Clause No. B, 2.19</td><td>The bidder shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, CESL shall be at liberty to dispose off such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the bidder.</td><td>date of notification. In the event, the bidder fails to lift the materials within the said ~~15~~ 30 ~~days, CESL shall be at liberty to dispose off such rejected items in any manner as it may deemed fit. All expenses incurred on~~ storage, disposal etc. shall be recoverable from the bidder.</td><td></td><td>Section 4 shall prevail</td></tr>
<tr><td>591.</td><td>Section No. 2 (ITB)
Page No. 24 of 32
Para No/Clause No. E, 5.2.1</td><td>CESL reserves the right to vary the quantity of supply/services items up to +/- 25% and/or delete any items of the above altogether during the validity of Contract.
Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract.</td><td>Request to consider upward Quantity variation only within one year from the date of LOI/LOA.</td><td>This helps us in quoting the best possible rate.</td><td>Section 4 shall prevail</td></tr>
<tr><td></td><td>Section No. Volume 2
Page No. 158</td><td>ARTICLE-31: SUSPENSION OF OPERATOR'S RIGHTS:
During the period of Suspension, the Authority may, at its option and at</td><td>Kindly delete this clause because achieving Financial Closure is difficult</td><td>Request to consider</td><td></td></tr>
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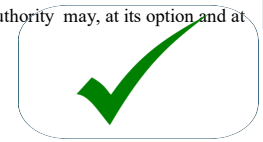

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592.	Para No/Clause No. 31.2.1	the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of Buses.			Section 4 shall prevail
593.	Section No. 3 (GCC) Page No. 55 of 55 594 Para No/Clause No. 47	Fall Clause: This clause shall be applicable only if explicitly invoked in Section-4 (SCC). Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract: The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the CESL or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract.	Kindly delete this clause as the terms and conditions will be different from one Contract to the Other		Section 4 shall prevail

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S.No.	Section No. Page No. Para No/Clause No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks	CESL Comments
595.	Section No. Volume 1 Page No. 22 Para No/Clause No. 9	Table 1 (For D2 and E2 route) & Table 2 (For D1 and E1 Route)	**Request to consider the Turnover requirement for OEM's as Rs. 20 lacs per bus for wider participation.**	Since Electric bus industry is still nascent stage	Amended, Typo error
596.	Section No. Volume 1 Page No. 11 Para No/Clause No. 6.3	The bidder will be required to make the payment against the invoice within 30 days of invoicing date else an interest charge @ 18% p.a. will be charged on delayed payment from the due date.	**Request to consider the Bank interest rate**	Kindly consider	No Change, As per RfP
597.	Section No. Volume 1 Page No. 33 Para No/Clause No. 21.4	Submission of performance security and signing of Concession agreement (T3) Prototype testing and approval of the same (T4) – T3 + 8 weeks	Prototype testing and approval of the same (T7) - T6 + ~~8~~ **12** ~~weeks~~	Request to consider	No Change, As per RfP
598.	Section No. Volume 2 Page No. 146 Para No/Clause No. 26.1.1	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of its accounting year to which they pertain	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors~~, within 90 (ninety) days of the close of its accounting year to which they pertain~~	We request you to kindly consider. Operator shall ensure to submit the Audited Financial statements	Amended.
599.	Section No. Volume 2 Page No. 141 Para No/Clause No. 26.1.2	The Operator shall, within 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results .by the companies listed on a stock exchange.	The Operator shall~~, within 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results .by the companies listed on a stock exchange.~~	We request you to kindly consider. Operator shall ensure to submit the Audited Financial statements	Amended
600.	Section No. Volume 2 Page No. 70 Para No/Clause No. 5.9	**Obligations relating to aesthetic quality** The Operator shall engage a professional architect, town planner and consultants of repute for ensuring that the design of the Buses and Maintenance Depots meets the aforesaid	The Operator shall ~~engage a professional architect, town planner and consultants of repute for ensuring~~ ensure that the design of the Buses ~~and Maintenance Depots meets~~	We request you to kindly consider the suggested correction.	No Change, As per RfP
601.	Section No. Volume 2 Page No. 102	Delay in Procurement 13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly	Delay in Procurement 13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for	Request to consider	No Change, As per RfP
602	Para No/Clause No. 13.9.1	attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus. 13.9.2 If the procurement of any Bus is delayed by a period exceeding 100 (Hundred) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default	reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each ~~day~~ **week** ~~of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.~~ 13.9.2 If the procurement of any Bus is delayed **for the reasons solely attributable to operator** by a period exceeding 100 (Hundred) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an		No Change, As per RfP
603.	Section No. Volume 2 Page No. 127	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 16 weeks from the date of this Agreement	The Operator hereby agrees and undertakes that it shall achieve Financial Close within ~~16~~ **24** ~~weeks from the date of this Agreement~~	Request to consider. The same has been recommended by NITI	No Change, As per RfP

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Digitally signed by "DEEPAK MITTAL", SERIALNUMBER=8d8757334133307cdcc1b5181cf4fb185e4168f1b807f6b33b0881c5f01b9ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7aeebf563e8e51a793c366f2195d258477ba122d8a7d0285ec391ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

	Para No/Clause No. 21.1.1		~~10 20~~ weeks from the date of this Agreement	Aayog in its Model	
604.	Section No. Volume 2 Page No. 283 Para No/Clause No. Schedule - Y	Limits of Damages: KPI's – 10% of the aggregate monthly fees payable Operational Infractions: 5% of the monthly fees for that month	**Limits of Damages for KPI and Operational Infractions shall be 5% of the Months bills payable to operator**	Request to consider	No Change, As per RfP
605.	Section No. Volume 2 Page No. 281 Para No/Clause No. Schedule V	Schedule V: Liquidated damages payable by the Operator 13.8 Delay in Procurement of buses for reasons not directly attributable to a Delay Event: 0.1% of the performance security per day for each bus whose procurement is delayed subject to a maximum of 10% (ten per cent) of the Performance Security	13.8 Delay in Procurement of buses for reasons not directly attributable to a Delay Event: 0.1% of the performance security per ~~day week for each bus whose procurement is delayed subject to a maximum of 10% (ten per cent) 5% of the Performance Sec~~	Request to consider.	No Change, As per RfP
606.	Volume 3 Technical Specifications for Type-I buses Page No. 290 S.No. 3.2	Battery Life: Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when SoH falls below 80%.	**Request to delete this clause**	Operator shall ensure to operate the total kilometre coverage as per RFP without effecting the	No Change, As per RfP
607.	Volume 3 Technical Specifications for Type-I buses Page No. 290 S.No. 5.5 (h)	Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC ON condition (Annual Average)	**As per AIS 039, testing is done in AC Switched Off condition**	Request to consider.	Amended
608.	Volume 3 Technical Specifications for Type - I Buses Page No. 297 S.No. 16.2 (B)	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	***Request to consider 130-170mm for vehicles with Air Suspension***	For bus with Air Suspension at front and rear wheel area clearance will be fixed without any variation	No Change, As per RfP
609.	Volume 3 Technical Specifications for Type-I buses Page No. 297 S.No. 17	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheel chair at the gates: Entry and exit Door: Power operated passenger door, JK type/in-Swing door as per manufacturing design. - 2 Door	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheel chair at the gates: Entry and exit Door: Power operated passenger door, JK type/~~in Swing Out swing door as per manufacturing design.~~ - 2 Door	Request to consider as per OEM design	No Change, As per RfP
610.	Volume 3 Technical Specifications for Type-I buses Page No. 299 S.No. 19.4 (D)	Floor surface material: Minimum 15 mm (12 Metre Bus and 9 Metre Buses) thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or	Floor surface material: Minimum ~~15 12 mm (12 Metre Bus and 9 Metre Buses) thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-~~	Request to consider for lower weight and better passenger loading capacity	No Change, As per RfP
611.	Volume 3 Technical Specifications for Type-I buses Page No. 299 S.No. 25	Voltage (pack and cell level) Current (pack and cell level)	**Total** Voltage (pack and cell level) **Total** Current (pack and cell level)	Request to consider.	No Change, As per RfP
612.	Volume 3 Technical Specifications Page No. 420 S.No. VI.	The bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved Certificate.	The bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved Certificate **at the time of inspection at manufacturing facility of OEM.**	Request to consider	No Change, As per RfP
613.	Volume 3				
	Technical Specifications for BRTS Page No. S.No. 5.2	Battery Life: Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when SoH falls below 80%.	**Request to delete this clause**	Operator shall ensure to operate the total kilometre coverage as per RFP without	No Change, As per RfP
614.	Volume 3 Technical Specifications for BRTS Page No. 405	Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC ON condition (Annual Average)	**As per AIS 039, testing is done in AC Switched Off condition**	Request to consider.	Amended

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cb1d0e832663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
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	S.No. 5.2				
615.	Volume 3 Technical Specifications for BRTS Page No. S.No. 16.2 (C)	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	***Request to consider 130-170mm for vehicles with Air Suspension***	For bus with Air Suspension at front and rear wheel area will be fixed without any variation in	No Change, As per RfP
616.	Volume 3 Technical Specifications for BRTS Page No. 409 S.No. 17.1 (H)	Location of partitions between exit and entry gates on both sides: Vertical centre line of the partition is centre line of wheel base	Location of partitions ~~between exit and entry gates on both sides: Vertical centre line of the partition is centre line of wheel base~~ Request to consider as per OEM Design	We request consideration to allow as per the OEM's design	Amended
617.	Volume 3				
	Technical Specifications for BRTS Page No. 411 & 412 S.No. 18.6 (E)	Minimum seating capacity: For wheelchair compatible buses: iii. For 12-meter bus (35 seats + 1 wheelchair + Driver), iv. For 9-meter bus (25 seats + 1 wheelchair + Driver).	Minimum seating capacity: For wheelchair compatible buses: iii. For 12-meter bus (~~35 33 seats + 1 wheelchair + Driver),~~ iv. For 9-meter bus (~~25 24 seats + 1 wheelchair + Driver).~~	Request to consider for wider participation as design varies with each OEM	Amended
618.	Volume 3 Technical Specifications for BRTS Page No. 415 S.No. 24	8. Voltage (pack and cell level) 9. Current (pack and cell level)	**Total** Voltage (pack and cell level) **Total** Current (pack and cell level)	Request to consider	No Change, As per RfP
619.	Volume 3 Technical Specifications for BRTS Page No. 415 S.No. 24	11. Charger Current 12. Charger Voltage	**Can be provided during charging and the same cannot be transmitted**	Request to consider	No Change, As per RfP
620.	Volume 3 Technical Specifications for BRTS Page No. 415 S.No. 24	16. BMS error/charging fault	**Request to consider relaxation of this point**	Kindly consider	No Change, As per RfP
621.	Clause No. Section - 6 Annexure – 1 Page No. 459 S.No. Annexure - 1	4. We are herewith submitting legally binding board resolution for investing the total equity requirement of the Project. 5. We hereby confirm that in accordance with Clause xxxxx of the RfP we are herewith submitting legally binding undertaking supported by a board resolution from the (Insert name of Parent company/Associate, as the case may be) that all the equity investment obligations of (Insert name	**Request to kindly exempt Parent/Associate company of OEM from submitting the Board Resolution with the bid.**	Kindly consider to allow wider participation of atleast major OEM's either directly or through their Associate companies	No Change, As per RfP
		of the Bidder) shall be deemed to be equity investment obligations of the ……			
622.	Clause No. Section - 6 Annexure – 9 Format - 2 Page No. 489 S.No. Annexure - 9	Annexure: 9 - Format – 2: whereby the company undertakes to invest ……. percent (.... %) of the total equity share capital of Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM E-DRIVE scheme (the "**Project**") representing the entire amount proposed to be invested by [insert the name of the Bidder or Member] for the said Project, in case of failure of [Insert the name of the Bidder or Member] to make such investment"	**Request to kindly exempt Parent/Associate company of OEM from submitting the Format -2 Board Resolution with the bid.**	Kindly consider to allow wider participation of atleast major OEM's either directly or through their Associate companies	No Change, As per RfP
	Section -6 Annexure – 10 Page No. 491	ANNEXURE 10 - FORMAT FOR LETTER OF UNDERTAKING (To be on non-judicial stamp paper of appropriate value as per Stamp	**Request to kindly exempt Parent/Associate company from submitting the Board Resolution with the bid.**	Kindly consider to allow wider participation of atleast	

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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
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623.	S.No. Annexure - 10	Act) [To be executed by the Parent Company/Associate Supported by Board Resolution* and submitted by the Bidder along with the Bid, in case Bidder is relying on the strength of its Parent Company/Associate for meeting the stipulated		major OEM's either directly or through their Associate companies	No Change, As per RfP
624.	Section -6 Annexure – 10 Page No. 519 S.No. Annexure - 26	**Annexure 26: Certificate of Available Production Capacity** *(To be submitted by OEM on their letter head)*	**Request to consider the certificate from Chartered Engineer post receipt of LOI/LOA**	Request to consider	No Change, As per RfP

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
Date : 23-09-2025

S.No	Section No. Page No. Para No/Clause No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks	CESL Comments
625.	Volume 3 Technical Specifications Page No. 420 S.No. VI.	The bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved Certificate.	The bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved Certificate **at the time of inspection at manufacturing facility of OEM.**	Request to consider to allow the latest models that are currently under certification stage.	No Change, As per RfP
626.	Volume 3 Technical Specifications for Type-I buses Page No. 296 S.No. 16(D)	**Floor Height above ground:** For 12m and 9m Type I Electric bus As per UBS II 900 mm for Standard floor bus & 400 mm for Low floor Bus	900 mm for Standard floor bus & 400/**650** mm for Low floor Bus	Due to shorter wheel base of 9m Bus achieving 400mm floor height is very difficult. Due to constraint layout it is very difficult to accommodate Critical	No Change, As per RfP
627.	Volume 3 Technical Specifications for Type-I buses Page No. 300 S.No. 19.7 (E)	**Minimum Seating Capacity:** Low Floor Buses: ii. For 9-meter bus (25 seats + 1 wheelchair + Driver).	**9 - meter 25+1 Wheel Chair+ Driver possible in 650mm Floor Bus**	Due to shorter wheel base of 9m Bus achieving 400mm floor height is very difficult. Due to constraint layout it is very difficult to	No Change, As per RfP
				Components such as Battery, Power Electronics and HV/LV battery while maintaining required ground clearance for Indian road conditions. Hence, request to consider 650mm floor height for low floor 9m buses	
628.	Volume 3 Technical Specifications for BRTS Page No. 411 & 412 S.No. 18.6 (E)	**Minimum seating capacity: For wheelchair compatible buses**: iii. For 12-meter bus (35 seats + 1 wheelchair + Driver), iv. For 9-meter bus (25 seats + 1 wheelchair + Driver).	Minimum seating capacity: For wheelchair compatible buses: iii. For 12-meter bus (~~35 33 seats + 1 wheelchair + Driver),~~ iv. For 9-meter bus (~~25 24 seats + 1 wheelchair + Driver).~~	For incorporating Wheel Chair access and deployment of Ramp wider entry/exit doors are required, which reduces the available space for seating. Also, the design slightly varies with each OEM. Request to consider the suggested correction	Amended
629.	Volume 3 Technical Specifications for BRTS Page No. 409 S.No. 17.1 (H)	**Location of partitions between exit and entry gates on both sides:** Vertical centre line of the partition is centre line of wheel base	Location of partitions ~~between exit and entry gates on both sides: Vertical centre line of the partition is centre line of wheel base~~ Request to consider as per OEM Design	Fixing the partition at the exact centre line of the wheel base can restrict the optimal placement of doors and may significantly the available seating positions. Hence, request to consider this "as per OEM" design for better space utilization, seat	Amended
630.	Volume 3 Technical Specifications for Type-I buses Page No. 297	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheel chair at the gates: Entry and exit Door: Power operated passenger door, JK type/in-Swing door as per manufacturing design.	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheel chair at the gates: Entry and exit Door: Power operated passenger door, JK type/~~in-Swing Out swing door as per manufacturing design.~~	For integration of Wheel Chair lifter and Ramps OEM should be allowed to adopt Inswing or Outswing doors as per their Design	No Change, As per RfP
	S.No. 17	- 2 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	- 2 Door Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153	complying with the required standards.	
631.	Volume 1 ITB & Annexure – E Page No. 19 & 43 S.No. 9.2 (D-1) (3) & Annexure – E (d (3))	**D-1 Technical Qualification and Annexure E – Bidder Affidavit:** Have an available annual capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least 60% of the quantity bidder is bidding for.	Have an available annual capacity (~~i.e. capacity after meeting all their current commitments) to manufacture atleast~~ **3500 buses** ~~and supply at least 60% of the quantity bidder is bidding for.~~	Since the capacity sought is on Annual basis, we request to permit participation of bidders with credible capacity of min 3500 buses and augmentation plans or group support, enabling wider competition without	No Change, As per RfP

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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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632.	Volume 3 Technical Specifications for Type - I Buses Page No. 297 S.No. 16.2 (B)	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	***Request to consider 130-170mm for vehicles with Air Suspension***	Specified values are applicable to mechanical suspension where wheel travel varies significantly with axle movements. We offer Air Suspension as a	No Change, As per RfP
				consider for Air Suspension which offers better comfort.	
633.	Volume 3 Technical Specifications for Type-I buses Page No. 299 S.No. 19.4 (D)	Floor surface material: Minimum 15 mm (12 Metre Bus and 9 Metre Buses) thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest.	Floor surface material: Minimum ~~15~~ **12** ~~mm (12 Metre Bus and 9 Metre Buses) thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of~~ 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest.	Request to consider to reduce the overall weight and there by improve energy efficiency.	No Change, As per RfP
634.	Volume 3 Technical Specifications for Type-I buses Page No. 305 S.No. 25	11. Charger Current 12. Charger Voltage	**Can be provided during charging and the same cannot be transmitted**	During the charging process vehicle will be in off condition and systems responsible for Telemetry/Data Transmission are also powered down to ensure user safety. Hence, this data can be provided locally at the charger level without real time transmission.	No Change, As per RfP
635.	Volume 3 Technical Specifications for Type-I buses Page No. 305 S.No. 25	16. BMS error/charging fault			
636.	Volume 3 Technical Specifications for BRTS Page No. S.No. 16.2 (C)	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	***Request to consider 130-170mm for vehicles with Air Suspension***	Specified values are applicable to mechanical suspension where wheel travel varies significantly with axle movements.	No Change, As per RfP
637.	Volume 3	11. Charger Current			No Change, As per RfP
	Technical Specifications for BRTS Page No. 415 S.No. 24	12. Charger Voltage	**Can be provided during charging and the same cannot be transmitted**	During the charging process vehicle will be in off condition and systems responsible for Telemetry/Data Transmission are also powered down to ensure user safety. Hence, this data can be provided locally at the charger level without real time transmission.	
638.	Volume 3 Technical Specifications for BRTS Page No. 415 S.No. 24	16. BMS error/charging fault			
639.	Volume 1 of ITB Page No. 25 S.No. 12.2 (1)	12.2 Bidding Conditions: 1. Each City shall have only one Selected Bidder.	1. Each City shall have ~~only one max 3~~ Selected Bidder ~~between L1:L2:L3 in the ratio of 50:30:20.~~	Considering the scale and volume of deployment in each City splitting of order is necessary to ensure deliveries and timely deployment of buses.	Amended
640.	Volume 3 Technical Specifications for Type-I buses Page No. 305 S.No. 25	Voltage (pack and cell level) Current (pack and cell level)	**Total** Voltage (pack and cell level) **Total** Current (pack and cell level)	Request to consider Total Voltage and Total Current to reduce the complexity in Transmitting significant diagnostic value in real time applications which increases the data processing and communication load unnecessarily.	No Change, As per RfP
641.	Volume 3 Technical Specifications for BRTS Page No. 415 S.No. 24	Voltage (pack and cell level) Current (pack and cell level)			

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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5
PB : deepak.mittal(Deepak Mittal)
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S.No	Queries	CESL Comments
642	Under the clause no. 9 (of Volume I - Instruction to Bidder) Eligibility Criteria andQualifi cation Criteria, we are eligible for the category E1 i.e. 25% of the general categorybut there is no clarity for the minimum net-worth requirement of MSE Bidder.	GoI India guidelines will apply
643	As the State Transport are exempted from the applicability of the GST, please clarifywhether we should consider the Input Tax Credit in the bid rate or otherwise.	No Change, As per RfP
644	All the penalties under the tender should be restricted under the capping of 3%.	No Change, As per RfP
645	The estimated fees for three months should be maintained in the Escrow Account asrevolving fund.	No Change, As per RfP
646	Is there any Depot Rent / Passenger Facility Charges for the operation of buses?	No Change, As per RfP

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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
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	SectionNo. PageNo. ParaNo./ClauseNo.	Description as per RfP	Queries/Clarification of the bidder	CESL Comments
647	SectionNo.4 volume-1 of RFP PageNo. 14 ParaNo./ClauseNo. 7.4	City wise EMD details as per table in clause 7.4	We request that EMD may be reduced to Rs 50000/- per bus or as amended in previous CESL tenders.	No change, As per RfP
648	SectionNo.4 Volume1of RFP PageNo. 17-22 ParaNo./ClauseNo.9.	Eligibility and Qualification Criteria (table 1 and table-2) for E1 and E 2	Table 2 Wrongly referred for D2 it may please be corrected. Required eligibility is too high may please be reduced to feasible.	Amended
649	SectionNo .Concession Agreement volume 2 PageNo. 133 ParaNo./ClauseNo.22.4 PageNo. 78 ParaNo./ClauseNo.6.1.2	RevisionofFees: PKFees(revised)=PKfees+(PK fees x (CPIMonth – CPIBase) / (CPIBase x 0.05) + (PK fee x((MW month – MW base)/ MW base) x 0.25)	As per tender formulae only25%of the PK fee is getting revised. Whereas Contractor needs to pay inflation on its entire cost.	No change, As per RfP
650	SectionNo 4.Volume1Of RFP PageNo. 25 ParaNo./ClauseNo.12..2	1.Each City shall have only one selected bidder	We request that Tender for Delhi may please be split in 300 to 500 number of buses so that existing cluster operators (who are operating around 300 CNG Buses in each clusters successfully since 2012 in Delhi)may get the chance to bid. It will help CESL to get competitive PK rate which will ultimately benefit to Government Ex-chequer.	Amended
651	SectionNo.2 PageNo.9 to 14 ParaNo./ClauseNo.2	Following benefits will be given to start- ups and MSEs in this tender….	Tender doesn't provide clarity on the MSEs category as the required 25 percent of General bidder turnover and Net worth is also very high as compared to MSEs definition. Please amend the RFP clause for MSEs as per MSEs definition.	GoI guidelines apply

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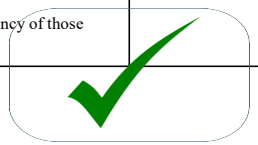
Sr. No.	Section No. Page No. Para No./Clause No.	Description as per RFP	Queries/Clarification of the bidder	Remarks
652	Section 4 Page No. 22	Table 1 (For D2 and E2 route)	We understand that Table 1 is for E1 & E2. Please confirm.	Amended
653	Article 5 Clause 5.1.5 Page No. 63	Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply")……..	We would request Authority to provide the electricity infra upto electric meter connection as per the required of load as per previous PM eBus-Sewa Tenders. The operator will arrange the charging infra from metering point to charging infra. Please consider. Energy losses if any from HT to Metering Point will be in scope of Authority. Please confirm.	No Change, As per RfP
654	Article 5 Clause 5.1.5 Page No. 63	Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply")……..	We also understand that Electricity connection will be provided by Authority in its name and the bill will be generated as per EV tariff category only. Please confirm.	No Change, As per RfP
655	Article 16 Clause 16.8.2 Page No. 109		We understand that any delay arises beyond 5min and its subsequent effect on trip completion, will be considered as Authority default and operator will be paid for the assured km.	No Change, As per RfP
656	Schedule L Page No. 237	Maintenance Depot Equipment Sr. No. 3 Effluent Treatment Plant (ETP) (if not already available at depot)	We understand that ETP will be constructed/installed by the respective Authority. If not we would request the Authority to exclude the same from operator scope.	No Change, As per RfP
657	Section No. AmendNo_127_tenderN01919 Page No. 21 Para No./Clause No. 10.5	The Bidder should submit, along with Bid, a Power of Attorney (as per format specified in Annexure 3 and 4 of Section 6), authorizing the signatory of the Bid. Bidder shall submit the board resolution committing 100% of equity requirement for the Project, in the Bid.	We request to clarify the below: In case of consortium, Lead member to give board resolution committing 100% of the equity requirement and all member to give board resolution based on their shareholding percentage in consortium.	No Change, As per RfP
658	Section No. 4 – Vol 1 Instruction to Bidder (Amendment – 5) Page No. 27 Para No./Clause No. 14.2	The Bidder shall submit POA, Bid Security, JBA, any affidavit in hard copy as mentioned in Clause 13.	We understand that Authority means by "any Affidavit" as mentioned as "Annexure- 11 Affidavit" in Section – 6. Other than this no affidavit is required to be submitted in Hard Copy. Kindly confirm.	No Change, As per RfP
659	Section 2 Clause 5.2 Page No.	5.2.1 CESL reserves the right to vary the quantity of supply/services items upto +/- 25% during the validity of contract. _____is to supply this quantity variation at same price and terms and conditions of contract.	The bidder is quoting the rate in this tender based on the current market situation. Since, the contract period is more than 12 years and its very difficult to commit at this point of time to supply and provide the services at the same rate. Also the variation range is too high, and this will impact the operator heavily if ¼ of the quantity is phased out/added compare to what the operator has bid.	Section 4 shall prevail
660	Section 2 Clause 5.2 Page No.	5.2.2 CESL reserve the right to place repeat order upto 50% of original contract value on same prices, terms and conditions. The date of the repeat order will not beyond 3 months after the completion of earlier order.	We would request, authority to either remove these clauses or provide a mechanism for evaluation of prices on the occurrence of these events. If the Operator is not ready to accept the repeat order, for that suitable provision should be given in Contract.	Section 4 shall prevail
661	Vol – 1 – Instructions to Tenderer Page No. 26 {ara No./Clause No. – 12.2	5. Upon opening of the Price bids, in case Price quoted by Lowest Bidder in relation to the Market rate or its internal estimate or Good Industry Practices is found to be not as per market benchmark, CESL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder to demonstrate the internal consistency of those prices.	To compare the derived price with the Authority estimate or Good Industry Practices we request The Authority to kindly provide its internal estimate city wise for better clarity of the bidders and to keep all bidders at par. Also since Authority reserves right to negotiate this becomes very crucial to provide Authority estimate for the bidder's better understanding.	No Change, As per RfP



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#	Section Page Clause	Description	Query	Remarks
662	Section 4 Clause 2 Page 8	Background	Confirm if PM E-Drive subsidies for charging infrastructure apply to this project.	No change, As per RfP
663	Section 4 Clause 2 Page 8	Background	Measures should be taken to commensurately compensate for additional costs incurred due to delays in subsidy payment.	No change, As per RfP
664	Section 4 Clause 2 Page 9	Bank Guarantee	Request removal of Bank Guarantee on Grant.	No change, As per RfP
665	Section 4 Clause 7.4 Page 14	City Wise EMD	Request rationalization of the EMD amount.	No change, As per RfP
666	Section 4 Annexure C Page 38	Depot Details	Clarify sanctioned and available load with voltage levels for each depot.	Amended
667	Section 4 Clause 4.1.2 Page 59	Conditions Precedent	Request inclusion of Signing of DDM by STU as Conditions Precedent for the Authority	No change, As per RfP
668	Section 4 Clause 6.1.2 (e) Page 74	Obligations by Authority: Electricity Supply	Clarify the process of electricity payment (can it be directly paid to DISCOM and accordingly net-off from the PK fee so that additional GST burden can be avoided).	No change, As per RfP
669	Section 4 Clause 6.1.2 (e) Page 74	Obligations by Authority: Electricity Supply	Kindly include provisions for electricity sourcing via Open Access.	Amended
670	Section 4 Clause 16.5	Deployment Plan	Request city-wise detailed route plans, trip lengths, and stops for PK fee determination and optimisation.	No change, As per RfP
	Page 106			
671	Section 4 Clause 20.2 Page 122	Key Performance Indicators	Clarify vehicle breakdown definition and minimum downtime to qualify (e.g., 10 minutes). Detail out how it will be measured.	No change, As per RfP
672	Section 4 Clause 20	Key Performance Indicators	Harmonize timeline for assured KMs with penalties on a monthly / annual basis.	No change, As per RfP

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	Page 122			
673	Section 4 Clause 20.9 Page 127	Key Performance Indicators	Clarify if penalties are compounded (e.g., breakdown triggering both breakdown and availability penalties).	No change, As per RfP
674	Section 4 Schedule E Page 217	Maintenance Depot Completion Schedule	Include fire hydrant installation for both old and new depots as an Authority obligation.	Already in Authority Scope. No change, As per RfP
675	Section 4 Schedule G Page 229	Delivery Schedule	Request an extension in the bus delivery schedule timeline.	No change, As per RfP
676	Section 4 Section U, Clause 10.2.6 Page 280	Liquidity Damages Payable by Authority	Revise Clause to include Authority delays in providing bus route schedules.	No change, As per RfP
677	Section 6 Page 65 Annexure 25	Deviation Statement	Clarify the definition, scope, and impact of ‘commercial deviations’ and ‘technical deviations’.	Amended

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Sr. No	Page No:/ Clause	RFP Clause	Query/ Suggestion/ Amend ments required.	Remarks
678	P7/Section 2 (ITB)/1.4	Tender Fee/ EMD	**MSE's - Medium enterprises are not eligible for exemption.** Requesting you to reduce the EMD's by atleast 50% for MSE Medium Enterprises.	GoI guidelines shall be applicable
679	P25/Section 2 (ITB) 5.6	Performance security	To make it simple, Kindly fix this at 5% of first year contract value valid for initial 3 years and thereafter renewed as per amended third year contract value.	No Change, As per RfP
680	P40/ Volume 1, Delhi	In the depot list it says, Dwarka Sec 22 (Transport Dept —250 Buses)	The mentioned depot is presently operated by Cluster 13 of DOT with 250 buses. They have completed only 5 Years. Balance 5 year tenure is left. In such scenario how can this depot be allocated for the mentioned project? Kindly clarify	No Change, As per RfP
681	General	MCD - Property Tax of Depots	Kindly clarify that if any property taxes are applicable on the depots provided by the authority, the same shall be paid by authority or the same may be exempted.	No Change, As per RfP
682	General	Penalties for non outshedding due to strike/shut down of the work organized by external agencies/trade unions and forced shut down of depots	In our experience, we have come across situations wherein the operations were forcibly stopped by external agencies/ trade unions for reasons which are not related to the operator or the authority. In such situations, performance deductions may be waived off by a committee formed by the authority.	No Change, As per RfP

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683	P40/Volume 1/ Delhi,	It says Noida DTC depot —125 Buses	Bidders participafing for Delhi fleet will be considering the power tariff of Delhi DISCOM. Similarly the same will be applicable for future rate escalations of power cost. For Noida depot, the operator will have to take power connection from Noida DISCOM. And their rates vary from Delhi. If the rates are higher than Delhi from the start of the project, will the authority consider the variation at the beginning itself? Further please clarify whether the operator has to pay road tax for both Delhi and Noida RTO to operate from Noida depots? Also cost of PERMIT to enter Noida also may be The power rates are calculated depending upon the hour of the day it is consumed in the format of TOD1/TOD2/TOD3/TOD4. For escalation purpose, it is suggested that one of the "TOD" may be pre decided for escalation calculation purpose or average of all 4. Further, the tax/ surcharge/ demand charges/ Electricity duty etc may vary from Delhi to Noida. Kindly clarify how the difference amount will be calculated.	No Change, As per RfP

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S.No	Queries/Clarification of the bidder	CESL Comments
684	**Performance Bank Guarantee (PBG):** We request that the PBG requirement be reduced to 3% of the annualized contract value, as per Government of India's guidelines aimed at reducing liquidity pressure and encouraging healthy competition without compromising project performance.	No Change. As per RfP
685	**Net Worth Criteria for Financial Qualification:** We propose that the Net Worth requirement be evaluated based on annualized project cost rather than total contract value over the concession period. In particular, a Net Worth of ₹50 Crores may be considered appropriate for reputed and experienced operators, enabling broader participation from financially sound players with proven credentials.	No Change. As per RfP

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#	Clause	Tender Ref	Submission & Request	CESL's Comments
686	Schedule Z 8.2(h)	Comprehensive maintenance agreement The Consortium members shall provide board resolutions from their respective Boards for committing their respective portion of equity requirement for the Project.	**Dispensation from requirement of Board Resolution for executing such Agreement** We would like to bring to your kind attention that convening a Board meeting for every tender, and specifically for the execution of undertaking such as Schedule Z, is a cumbersome and time-consuming process. As a Joint Venture company with Board members from both Indian and overseas partners, our Board meeting schedules and agendas are typically finalized at the beginning of the year. This makes it challenging to accommodate special agenda items at short notice, thereby limiting our ability to participate effectively. While we fully appreciate and agree that such critical Agreements should be executed at a senior level, we respectfully suggest that the requirement for a Board resolution specifically for the Annual Maintenance Agreement (Schedule Z) be dispensed with. Instead, we propose that authorization be granted for the Agreement/undertaking to be signed by the Managing Director, Whole-time Director, Chief Financial Officer, or Company Secretary of the OEM company. We believe this approach will streamline the process without compromising on the necessary level of oversight and accountability.	The bidder shall submit a Board Resolution authorizing the executant to submit any bid on behalf of the company. The executant shall, in turn, submit a Power of Attorney (PoA) in the prescribed format, authorizing the designated representative to submit this bid.
687			(a) Unintended error in recital B of the Schedule Z It has been observed that recital B of the Schedule Z has an unintended error which is reproduced below :- "The OEM is a constituent/shareholder of the Operator and is bound for the obligations of the Operator under the Concession Agreement. As part of its obligations, the Operator has already provided a Product Warranty Undertaking to the Authority." We respectfully request the deletion of the highlighted portion, as in the case of a single bidder who is not the OEM, the OEM is not a constituent or shareholder in such an arrangement. The OEM's responsibilities are limited to the supply and maintenance of buses as per the Agreement executed between the Operator and the OEM. The current clause, however, unintentionally imposes overarching obligations on the OEM that extend beyond its agreed scope of maintenance services.	Amended
688	2.1	CONSIDERATION Amount of consideration	**Amount of consideration for payment of annual maintenance charges** "As per clause 2.1 of the Schedule Z , for providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometres ("Monthly Maintenance Fees") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement". We would like to highlight that it is not feasible to cover the maintenance costs including battery replacement, washing, and cleaning—within 10% of the applicable Per Km (PK) fees. We believe this rate requires reconsideration to ensure a more realistic provision, enabling us to deliver seamless maintenance support. # The key cost components in bus maintenance include tyre management & replacement, daily washing, preventive maintenance (such as oil and filter changes), running repairs, Minor accidents, bus body and refurbishment as well as upkeep of electrical, mechanical, and bus body parts. ## Alternatively, a fixed value (basis current prices of battery) can be paid by the Authority (subject to submission of purchase invoices) for the battery replacement (if replacement takes place after 6th year).	No Change, As per RfP
			#VALUE!	
689	Power infra availability till 415 V		Since the availability of power infra and power connection is a critical element for the smooth operations of electric buses, our request is to:- • Requesting to keep upstream Power infra in the scope of the Authority • Include availability of power infra with sufficient power load as condition precedent.	No Change, As per RfP
690	21.4 Delivery timelines		We request revision of timelines marked in the RFP considering the quantum of investments required. As authority will only provide power, setting up for Infra will require additional time and hence the request is more pressing	
			#VALUE!	No Change, As per RfP

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691	12.2	Each City shall have only one Selected Bidder.	Request for Incorporation of Volume Sharing Mechanism Among L1/L2/L3 Bidders. The PM E-DRIVE scheme involves large procurement volumes, requiring substantial long-term financial commitments from bidders. Given the significant quantities under each category for each city, we respectfully request the incorporation of a volume sharing mechanism among L1, L2, and L3 bidders, subject to price matching with L1. This approach offers several advantages for all stakeholders. Timely Deliveries • Distributing volumes among multiple qualified bidders (L1, L2, L3) will help ensure that supply commitments are met within stipulated timelines. • It mitigates the risk of delays due to unforeseen challenges faced by a single supplier, thus supporting the scheme's objective of rapid and efficient implementation. 2. Wider Participation • A volume sharing mechanism encourages broader participation which may otherwise be deterred by the scale and risk of a winner-takes-all approach. 3. Ease of Execution • Managing large volumes through a single supplier can create operational bottlenecks and increase the risk of supply chain disruptions. • Sharing volumes among L1, L2, and L3 (subject to their willingness to match L1 price) will distribute operational risks and make execution more manageable for all parties. 4. Best Industry Practices • Volume sharing is a well-established practice in large government procurements, especially where timely delivery and risk mitigation are critical. • It aligns with the principles of fairness, transparency, and equitable opportunity for all qualified bidders. Suggested Mechanism • Award a defined percentage of the total volume to L1. • Offer L2 and L3 bidders the opportunity to match the L1 price. • Upon their agreement, allocate pre-determined shares (e.g., L1: 60%, L2: 25%, L3: 15%) or as deemed appropriate by the authority. • If L2 or L3 declines, their share may be offered to the next eligible bidder or retained with L1. We request the incorporation of a volume sharing mechanism among L1, L2, and L3 bidders, subject to price matching with L1. This will help ensure timely deliveries, promote wider participation, and facilitate smoother execution of the PM E-DRIVE scheme. We believe this approach will significantly contribute to the success and sustainability of the initiative.	Amended
692	24. INDIGENIZATION REQUIREMENT	Bidder should also comply to PME-DRIVE Scheme notification and guidelines or as updated/applicable from time to time	Requiring bidders to comply with future, unspecified PM E-DRIVE Scheme notifications and guidelines is not justified. Such requirements are inherently unpredictable and cannot be reasonably anticipated or factored into bids, technical designs, or production plans. The appropriate approach is to address regulatory changes as they arise, using established contractual mechanisms to ensure fairness and practicality for all parties involved 1. Unpredictability of Future Guidelines • The PM E-DRIVE Scheme and its associated guidelines are subject to change at the discretion of the issuing authority. • It is not possible for bidders to anticipate the nature, scope, or timing of future updates at the time of bid submission. 2. Commercial and Legal Implications • Bidders prepare their proposals based on the current regulatory framework and known requirements. • Requiring compliance with unspecified future guidelines introduces significant uncertainty and risk, potentially leading to inflated pricing or reluctance to participate. • Such open-ended obligations may be unenforceable or lead to disputes if future requirements are unreasonable or materially different from current ones. 3. Technical and Production Planning Constraints • Technical specifications and production processes are designed to meet existing standards and guidelines. • Mandating compliance with unknown future requirements could render current designs or production plans obsolete, resulting in wasted resources and delays. • It is not feasible to design technical solutions for requirements that have not yet been defined. 4. Established Industry Practice • Standard industry practice is to address regulatory changes through contract mechanisms such as change orders or variation clauses. • Contracts typically include provisions to manage statutory or regulatory changes as and when they occur, ensuring fair risk allocation Request to consider applicable guidelines as applicable on the date of bidding	No Change, As per RfP
693	20.10 Limits of Damages	KPI: 10% ofthe aggregate Monthly Fees payable.Operational Infractions:5% of the aggregate Monthly Fees payable.	KPI: 3% of the aggregateMonthly Fees payable. Operational Infractions: 2% ofthe aggregate Monthly Fees payable.	No Change, As per RfP

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#	Clause	Reference	Description	Submission & Request	
694			The PM E-DRIVE Scheme, with an outlay of ₹10,900 crore, shall be implemented from 1st October 2024 to 31st March 2026.	The PM E-DRIVE Scheme has an approved outlay of ₹10,900 crore and is scheduled for implementation from 1st October 2024 to 31st March 2026. However, we have observed that the tender delivery timelines stipulated in the bid documents extend well beyond the official scheme implementation period, in some cases by 2-3 years. **Request clarification**	PM E-DRIVE scheme has been extended till 31 March 2028
695	6. Project Management Charges	Background	First tranche of INR 15,000 + GST as applicable per bus shall be paid to CESL within 30 days from the date of issuance of LoCQ	There are often considerable delays between the issuance of LOCQ, LOI, and the final agreement, resulting in CESL fees paid at the LOCQ and LOI stages being blocked for extended periods before actual project implementation begins. This creates a financial burden on bidders. We request that only 10% of the fee be payable at the time of LOI, with the remaining 90% to be paid upon agreement signing, to ensure fairer cash flow management for	No Change, As per RfP
696	Technical Qualification Criterion	D-1	Available Capacity for Bus manufacturing and supply: Certificate from a CA confirming the available production capacity of E-buses and self-certification by the OEM on its letterhead clearly indicating the current commitments, production capacity and available capacity. In this context, bidder to fill the declaration as per Annexure-26 of the tender document and this certificate to be issued by CA with UDIN No.	Request to consider certificate from Chartered engineer as CA certificate	No Change, As per RfP
697	12.2	Bidding Conditions	The Bidder may participate in the Bid for any number of Cities. It is mandatory for the bidder to bid for all type of buses in the city in which bidder is bidding for	We request that participation be allowed on a category-wise basis. This approach will enable the division of volumes among multiple bidders, thereby facilitating timely deliveries and encouraging broader participation from the industry. Category-wise bidding will also help optimize resources and streamline project execution.	Amended
698	12.2	Bidding Conditions	Upon opening of the Price bids, in case Price quoted by Lowest Bidder in relation to the market rate or its internal estimate or Good Industry Practice is found to be not as per market benchmark, CESL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder to demonstrate the internal consistency of those prices	Kindly clarify benchmarks/Guidelines of Best Industry practices to avoid Ambiguity and Disputes later	No Change, As per RfP

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699	16.4	Predatory Pricing/Abnormally high price	Predatory Pricing/Abnormally high price. In case the Price Bid of the Lowest Bidder is found to be unrealistically lower or unrealistically higher than internal estimate/benchmark or market rate or Good Industry Practice, CESL reserves the right to seek written clarifications from the Bidder, including detailed price analyses of…	Kindly clarify benchmarks/Guidelines of Best Industry practices to avoid Ambiguity and Disputes later	No Change, As per RfP
700	Article 3	The concession	on which average utilisation of: 10,00,000 km for all 9m and 12 m Buses, whichever is earlier, and the Operator hereby accepts the Concession and agrees to implement the same as its obligation subject to and in accordance with the terms and conditions set forth herein	Average Life of City electric Bus is 7-8 Lac Kms. 10 Lacs kms should be deleted suitably as Materials need to be incorporated Suitable for production and design. The life also has a direct correlation with material Science and must not be ignored which can have direct affect on safety of Passengers in Public transport Kindly consider	No Change, As per RfP
701	4.4	Damages on delay by the operator	within the time period specified for the fulfilment of such Condition Precedent, 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 fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security	Considering the scale and risks, we request to reduce penalty upto 0.01% of PBG	No Change, As per RfP
702	Article 5	Obligations of the operator 5.1.5	Selected Bidder(s) will be responsible for setting up of Bus Maintenance facilities at depots and downstream infrastructure at available HT metering level (11/22/33 KV connection) ("Point of Supply") including all allied	There are Significant changes in case 11/22/33 KVA lines are given in terms of Infra planning, Step Down mechanisms, Distribution costs and On the top efficiency of the System. As the responsibility for setting downstream infrastructure from the point of supply lies with the bidder, and the voltage at the point of supply is currently not fixed (11/22/33 kV), we request the department to standardize and fix the voltage level at 11 kV for all locations.The variation in voltage levels significantly impacts the downstream infrastructure cost, power efficiency (which varies by 5-7% when stepping down from 33 kV to 11 kV), and procurement timelines for equipment such as transformers and power breakers. These factors directly affect the commercial viability and project timelines. Standardizing the supply voltage to 11 kV will help homogenize infrastructure requirements, improve efficiency, reduce costs, and streamline procurement.	No Change, As per RfP
703	Article 5	5.1.8	The Operator may maintain requisite number of additional Buses as spare to achieve Key Performance Indicators (KPI) as per Article 20 of this Concession Agreement	Kindly clarify Uptime requirement on Fleet, route per day basis. As per our understanding 90% of fleet to be made available on Daily basis Kindly clarify fleet availability Kindly clarify if incentive will be available for float buses in case 100% fleet availability is sought for	No Change, As per RfP

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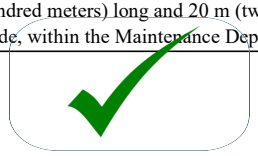
704	5.5.2	Obligations relating to employment of personnel	The Operator shall submit an annual statement to the Authority in this regard showing the positive actions taken to encourage employment of women, specially-abled and other socially disadvantaged groups and results thereof duly classified by gender, disability and other social disadvantage	Request clarification on the requirements of RFP	No Change, As per RfP
705	13.6.2	Supply of Prototype	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, 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	Considering commitment of Investments and risk associated, requesting to limit penalty to 0.01 % of PBG	No Change, As per RfP
706	5.13 (t)	Obligations relating to appointment of Drivers and Staff	Simulators for driver training (minimum 1 simulator for each city in which Operator has deployed Buses under the PM E-DRIVE	Kindly clarify of the Simulators are compulsory as they do not help and work effectively for CV operations In Indian Conditions	No Change, As per RfP
707	16.6.1	Incidents enroute	In case of a 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 the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour,Operator shall be liable to pay additional damages of deduction of 20 kms per each	Requesting for 3 hours for tow away considering city traffic conditions while another vehicle will be provided as substitute. Requesting to limit penalty suitably to Rs. 300 per incident only as a deterrent	No Change, As per RfP
708	17.1.2/17.9	Maintenance of Buses	The Parties agree that for discharging the Maintenance Obligations hereunder, the Operator shall provide its staff, movable equipment, Spares and Consumables, workshop, office space etc. The Parties further agree that the workshop space to be provided hereunder by the Operator for discharging the Maintenance Obligations of the Operator shall be no less than 100 m (hundred meters) long and 20 m (twenty meters) wide, within the Maintenance Depot	Kindly consider revision as This is Authority's scope. The Depot infra provision is not in the scope of Bidder/ operator Kindly clarify in other case	No Change, As per RfP



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709	17.2.4	Maintenance Manual	Any maintenance or repair of a Bus, not being Scheduled Maintenance, and arising out of any reason including Breakdown, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Operator as unscheduled maintenance (the "Unscheduled Maintenance")	We request that acts of vandalisms in Public domain, Natural Calamities, Fire, Riots, Arson must be considered for Downtime of Buses as this is beyond operator's control. In such cases, Number of affected buses to be reduced from fleet availability requirement suitably as fair and equitable case Kindly consider	No Change, As per RfP
710	20.2.3	KPI	The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	Buses do breakdown while all efforts re made buy Operator to reduce downtime. On fair basis , we request you to amend clause as" The Operator agrees that for every increase in the Breakdown Factor by 1 (one) above 5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees" Kindly consider	No Change, As per RfP
711	20.6.4	Safety Of Operations	The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence…	The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 0.1% of the Monthly Fees" Kindly consider	No Change, As per RfP
712	22.1.3	Article 22- Fee	The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of: (a) distance travelled by a Bus assigned on a particular Operational Route as per the Deployment Plan; (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; and (d) distance travelled by a Bus, with or without passengers, which is otherwise outside the Deployment Plan but has been requested or approved by the Authority	AS there is a Provision of Opportunity charging for which location will be allocated by authority, any travel to opportunity charging location needs to be added in this clause. Kindly consider and Update	No Change, As per RfP
713	Table 1- Technical Specifications	4.Type of Battery	Bus Manufacturer should use advance new generation batteries. Battery should be certified as per AIS:038 Rev-02 as amended from time to time. Advance chemistry battery as defined by Ministry of Heavy Industry vide Notification No S.O. 1472(E) dated 28th March 2019, as amended from time to time.	The batteries would be defined by guidelines applicable on the date of bidding as predicting future regulations is not possible. Kindly consider & revise	No Change, As per RfP

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714	Technical Specifications	5.5 (h)	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average) 12 m AC: 1.3 kWh/km 12 m Non-AC: 1.1 kWh/km 9 m AC: 1.0 kWh/km 9 m Non-AC: 0.85 kWh/km	As Step Down, Distribution of power lies in the scope of bidder and there are tough city conditions to operate and that too mostly in Overload conditions, request to revise power efficiency requirements suitably as they are measured at HT level. This has considerable and direct commercial impact: 12 m AC: 1.4 kWh/km 12 m Non-AC: 1.2 kWh/km 9 m AC: 1.1 kWh/km 9 m Non-AC: 1 kWh/km	No Change, As per RfP
715	Charging Range	15	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	Opportunity charging requirement is sacrosanct and must for city bus operations as battery discharge rate varies on route, weather conditions, load etc. for long term contracts, Opportunity charging requirements is ABSOLUETLY ESSENTIAL and the clause is requested to be modified as: One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed during the day	Amended
716	Wheelbase	15 (e)	As PER UBSII	Wheelbase to be as per OEM design and CMVR	No Change, As per RfP
717	Table 2- Technical Specifications	5.5 (h)	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average) 12 m AC: 1.3 kWh/km 12 m Non-AC: 1.1 kWh/km 9 m AC: 1.0 kWh/km 9 m Non-AC: 0.85 kWh/km	As Step Down, Distribution of power lies in the scope of bidder and there are tough city conditions to operate and that too mostly in Overload conditions, request to revise power efficiency requirements suitably as they are measured at HT level. This has considerable and direct commercial impact: 12 m AC: 1.4 kWh/km 12 m Non-AC: 1.2 kWh/km 9 m AC: 1.1 kWh/km	No Change, As per RfP
718	Technical Specifications	15	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	Opportunity charging requirement sis sacrosanct and must for city bus operations as battery discharge rate varies on route, weather conditions, load etc. for long term contracts, Opportunity charging requirements is ABSOLUETLY ESSENTIAL and the clause is requested to be modified as: One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed during the day	Amended
719	17.1(e)	Technical Specifications	Number of gates	Request clarification regarding Door width, Placement of door for BRTS Buses which is essential deign parameter. Kindly clarify	Amended

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720	Technical Specifications	Disabled friendly prison for BRTS Bus		Kindly clarify if wheelchair provision is required	No Change, As per RfP
721	15.2	Technical Bid	1 Board Resolution Bidders 2.Undertaking and details of Equity Investment 3 Fraud prevention policy.	Board resolution can be given for LOA while for technical specifications and operational requirements, Board resolution is requested to be diluted as the same is technically challenging for listed companies. Request for Consideration & revision	The bidder shall submit a Board Resolution authorizing the executant to submit any bid on behalf of the company. The executant shall, in turn, submit a Power of Attorney (PoA) in the prescribed format, authorizing the designated representative to submit this bid.
722		OTHER REQUIREMENTS	The POA shall be supported by a board resolution (as per the format in Annexure 9		
723	3.1.2 (c) & (d)	Award of Concession	Right of Way, access and licence in respect of the Depot Sites for performing its Maintenance Obligations in accordance with the provisions of this Agreement; (d) Undertake the Fit Out Works and Operate and Maintain the Maintenance Depots in accordance with the provisions of this Agreement;	Requesting clarity on scope and definition of fit out works Requesting to clarify and include that additional civil and restoration jobs, fitment of basic amenities is not a part of fit out jobs	No Change, As per RfP
724	4.1.2	ARTICLE-4 : CONDITIONS PRECEDENT	executed the Escrow Agreement;	ESCROW arrangement should be a condition present in the scope of Authority. Request suitable inclusion and revision	No Change, As per RfP
725	4.2	Satisfaction of the Conditions Precedent	(delay by the other Party in fulfilling any Condition Precedent required to be satisfied by them or in performing any other obligation under this Agreement, which impacts its ability to satisfy its Conditions Precedent,	Requesting Conditions precedent in the scope of authority as follows to be fair to both parties of agreement: 1. Power availability 2. Readiness of Depot	No Change, As per RfP
726	5.1.2	Obligations of the Operator	all Operator Applicable Permits from Government Instrumentalities including but not limited to the certificate of registration, certification of fitness from the relevant Regional Transport Office (RTO) having jurisdiction over the Project for all Buses and shall Operate and Maintain the Buses in accordance with the terms and conditions of this	Permits related to fire, Civil Work will be in the scope of Authority. Request revision and consideration please	No Change, As per RfP
727	5.5.4	Obligations relating to employment of personnel	The Authority may require the Operator to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project, who in the opinion of the	The same shall be done post mutual discussion and justifiable grounds Request consideration	No Change, As per RfP
728	5.9	Obligations relating to aesthetic quality	The Operator shall engage a professional architect, town planner and consultants of repute for ensuring that the design of the Buses and Maintenance Depots meets the aforesaid aesthetic standards.	Construction of depot is in the scope of authority. Requesting to share. Request to amend the clause suitably	No Change, As per RfP

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729	5.12	Obligations relating to Charging Infrastructure	The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging a minimum 50 (fifty) Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (Forty Five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructure are used only for the purpose of charging of Buses and no other purpose whatsoever.	Requesting CESL to share details of depos present infrastructure scope of work related to charging infrastructure as requested earlier	depot details are updated. No change, as per RfP
730	6.1.3	6.1Obligations of the Authority	d) Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, Effluent treatment plant (ETP), Street light, septic tank, workshop sheds (for washing facilities, maintenance / service pits @ 2 pits per 50 buses).	Requesting to allocate at least 4 pits for 50 buses which is a standard model adopted for servicing of commercial vehicles	No Change, As per RfP
731	ARTICLE-8 :	DISCLAIMER 8.1.2	Disclaimer 8.1.2 The Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator, the {Selected Bidder/ Members of Consortium} and its Associates or any person claiming through or	Since the details shared in RFP are not comprehensive request for deletion of this clause	No Change, As per RfP
732	ARTICLE-10 :	RIGHT OF WAY FOR DEPOTS 10.1 Site for the Maintenance Depots The site(s) for the Maintenance Depots shall comprise the real estate described in Schedule-A and in respect of which a license shall be provided and granted by the Authority to the Operator as a	RIGHT OF WAY FOR DEPOTS 10.1 Site for the Maintenance Depots The site(s) for the Maintenance Depots shall comprise the real estate described in Schedule-A and in respect of which a license shall be provided and granted by the Authority to the Operator as a license…	There are no details captured in schedule a hence requesting CESL to provide details which is which are sacrosanct for this contract	No Change, As per RfP

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733	10.2Licence and Right of Way for Maintenance Depots	10.2.7 Licence and Right of Way for Maintenance Depots	If the Authority is unable to handover, to the Operator, Maintenance Depots which meet the Minimum Maintenance Depot Specifications by the relevant Scheduled Maintenance Depot Handover Date, then the Authority may, by way of a written notice provided at least 30 (thirty) days prior to the relevant Scheduled Maintenance Depot Handover Date, require the Operator to takeover possession and control of the Maintenance Depot on an “as is where is” basis. On and from the date on which the Operator takes over peaceful, vacant and unencumbered possession of the …….	requesting for deletion of this clause as the commercial arrangements done by better can vary with the estimations done by authority. In this case if the vehicles are delayed due to activities not performed by the authority penalties and interest liability shall lie with the authority. Request consideration and inclusion on fair tender grounds	No Change, As per RfP
734	10.3 Handover of the Licensed Premises	10.3.5 Handover of the Licensed Premises	The Operator may, if so requested by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for ancillary buildings or for construction of works specified in any Change of Scope Order issued under Article 15, in accordance with this Agreement and upon procurement, such land shall form part of the Licensed Premises and vest in the Authority; provided that the Operator may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition	construction of depots and related infrastructure as defined in the RFP lies with the authority in case there is a delay suitable extension and deployment timelines to be considered and interest liability to be borne by the authority. Request inclusion and consideration	No Change, As per RfP
735	Article 12:	Clause No. 12.3 Maintenance during Fit Out Period	While undertaking the Fit Out Works, the Operator shall maintain, at its cost, the existing roads along the alignment of the Maintenance Depots so that their traffic worthiness and safety are at no time materially inferior as compared to their condition 7 (seven) days prior to the date on which such Maintenance Depots are handed over by the Authority,……..	Upkeep and maintenance of approach roads to depot lies with the authority. Request for suitable in inclusion in consideration please request for clarity on scope of fit out works	No Change, As per RfP

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736	12.5.2 & 12.5.3	Completion of the Maintenance Depots	In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation.12.5.3 In the event that the Maintenance Depot Completion Date, for any Maintenance Depot, does not occur within 270 (two hundred and seventy) days from the relevant Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless the delay is on account of a Delay Event, the Authority shall be entitled to terminate this Agreement for an Operator Default and the	Clause seems ambiguous as depot infrastructure is in the scope of authority. Request consideration and suitable inclusion please 12.5.3 Request clarification of clause as depot completion is in the scope of authority and termination of agreement is stated as operator default Request suitable deletion and corrections please	No Change, As per RfP
737	13.9.1	Delay in Procurement	Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.	Requesting to consider the damages at the rate of point zero 0.05% of the performance security per bus	No Change, As per RfP
738	Clause 14.2.1 point (d) & (e)	Commercial Operation Date (COD) for Respective Lot of Buses	(d) ensure that the Maintenance Depot Completion Certificate has been issued in accordance with Clause 12.5.4 for each Maintenance Depot; (e) ensure that the Charging Infrastructure required for the charging of such Lot of Buses has been installed and is commissioned and ready to operate in accordance with the requirements of this Agreement; and	requesting readiness of depot infrastructure and power availability as condition precedent in the scope of the authority. The deployment of buses shall be considered based on fulfillment of conditions precedent	No Change, As per RfP
739	14.3	Damages for delay	at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD	Requesting to revise the penalty rate as 0.05% of the amount of performance security per bus	No Change, As per RfP

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740	15.2.3	Procedure for Change of Scope	if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Operator, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Operator to proceed with the performance thereof pending resolution of the Dispute in accordance with the Dispute Resolution Procedure.	Any changes in scope shall be done on cost basis. Request consideration & Inclusion	No Change, As per RfP
741	15.4.2	Restrictions on certain works	the cumulative costs relating to all Change of Scope Orders for provision of works and services shall not exceed 5% (five percent) of the Total Project Cost during the Contract	All works related to change of scope to be done on cost basis. Request consideration and inclusion	No Change, As per RfP
742	20.1	Cap on Damages for failure to achieve Key Performance Indicators	in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month.	Requesting to revise the capping on damages at 5% of monthly billing	No Change, As per RfP
743	22.1.2 point (b)	Fee	If the actual Bus Kilometers travelled by all Buses is less than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))	Fixed expenses related to assets, manpower & other expenses is largely fixed but for electricity expenses (~10% of bid Price). Assured kms is the basis of Gross cost contract and hence should be sacrosanct. However for underutilization, Requesting to revise the clause as Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 90%* (Monthly Assured Kilometers – actual Bus Kilometers))	No Change, As per RfP
744	22.1.2 point (c)	Fee	If the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	Considering the maintenance and other expenses involved, Request for amendment of clause as under: if the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 75%* (actual Bus Kilometers - Monthly	No Change, As per RfP

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745	22.1.5	Fee	For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. Such calculation shall be made using the ITS installed by the Operator along with the odometer reading of each Bus.	Requesting CESL to consider Kms reckoned by Odometer as Final. Odometer or AIS 140 device to be used calibrated and to be used for Distance calculation Request suitable inclusion in RFP	No Change, As per RfP
746	22.4.1	Revision of Fee	PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x	Request revision: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.25) + (PK Fee x (MWMonth – MWBase)/ MWBase x	No Change, As per RfP
747	39.2	Conciliation	Provision of Dispute Resolution Committee at City Dispute Resolution Committee (CDRC). The city shall constitute/ notify Standing Dispute Resolution Committee within 30 days from the signing of agreement. The committee shall comprise of iv) Independent expert nominated by the Chair	Request inclusion of Retired judge as a member of Committee	No Change, As per RfP
748	42.4.1	Delayed payments	The Parties hereto agree that payments due that are not covered under Payment Security Mechanism from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 3% (three per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination	Request Clarification and execution mechanism	No Change, As per RfP
749	12.5.1	MAINTENANCE DEPOT COMPLETION SCHEDULE	The completion timeline of the following essential components, inter alia, of construction of Maintenance Depot shall be periodically reviewed by the Authority:	The said clause lies under the scope of authority and hence ownership of development construction and completion lies with authority – Request to modify the same suitably	No Change, As per RfP
750	17.1	MAINTENANCE DEPOTS EQUIPMENT		Most of the equipment marked is generic and related to conventional diesel vehicles. As the maintenance and related activities are in the scope of Bidder, equipment to be deployed is requested to be kept agnostic as per OEMs Discretion Most of the equipment shared is related to Conventional Fuel buses. also, the works are outsourced for most jobs. This can be managed at OEMs discretion. Kindly consider and revise suitably	No Change, As per RfP

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751	5.1.11	ARTICLE-5 : OBLIGATIONS OF THE OPERATOR	Bear and pay for all electricity consumed for the purposes of performing the Operator's obligations or exercising its rights under this Agreement, including without limitation, all electricity required for, or in relation to the Fit Out Works, Operation and Maintenance of the Maintenance Depot (including the Charging Infrastructure) and Operation & Maintenance of the Buses (which, for the avoidance of doubt includes any electricity required for charging the Buses), provided that the Operator may claim from the Authority such amounts towards reimbursement of such electricity cost pursuant to Clause 22.5;	The bidder will bear the cost of all electricity consumed, including that used for charging buses and for operating and maintaining equipment in the workshop and maintenance areas. We request clarification on the following points: • Will electricity charges be based on EV traffic volumes or commercial traffic volumes as per the state's tariff structure? • Is sub-metering permitted, or is a separate connection required for the maintenance and workshop areas? Additionally, we request the authority to prioritize EV tariffs across all cities, given that this is purely an EV operation. Applying EV-specific tariffs will enhance the commercial viability of the project, especially since EV traffic is significantly lower than commercial traffic.	No Change, As per RfP
752	5.12	Obligations relating to Charging Infrastructure	The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging a minimum 50 (fifty) Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructure are used only for the purpose of charging of Buses and no other purpose whatsoever.	The tender specifies charging infrastructure at the depot with a defined opportunity charging time of 45 minutes. We seek clarification on the following points: • Will opportunity charging be available exclusively at the depot, or are there provisions for additional locations? • If opportunity charging is to be provided at locations other than the depot, will the investment for such infrastructure be borne by the operator or the authority? Since additional locations would impact the overall project cost, we request clear guidance on the designated opportunity charging locations and the power availability at these sites.	No Change, As per RfP
753	49	Consultants	The consultant shall be the professional undertaking or the professional individual named in the contract who is appointed by CESL to perform the services	We need to understand role, scope and procedure to appoint the consultant. Request clarification	Section 4 shall prevail
754	2.14	Disclaimer	CESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of CESL and/or any of its officers, employees.	CESL disclaims all liability from any loss or damage. This is unilateral and promotes no ownership of Aggregator (CESL) and hence requested to be diluted from tender	No Change, As per RfP
755	12.14	Insurance Against Liability And Damages	The Consultant is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions.	Request clarification as Consultant is not a party to contract	Section 4 shall prevail

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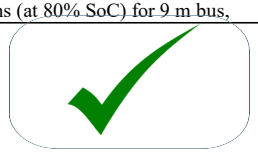
756	30	Limitation of Liability	(b) the aggregate liability of the Implementing Partner to CESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify CESL with respect to patent infringement or as specified in	Liability cannot not exceed Contract Price. Kindly clarify and request amendment	Section 4 shall prevail
757	42.1.1	Termination	CESL may at any time terminate the Contract for any reason by giving the Implementing Partner a notice of termination that refers to this GCC Sub Clause 42.1	Kindly clarify the basis adopted for termination of contract	Section 4 shall prevail
758	37.6.1	Limitation of Liability	Termination Payment payable by the Authority in accordance with the terms of this Agreement, shall not exceed Rs. 1 crore (Rupees one crore) per Bus that is procured under this Agreement. For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of	Liability cap by authority is not fair as Bus cost may vary from OEM to OEM and 1 Crores benchmark is not justifiable. Also the investments related to working capital, other aspects are not covered under compensation. Further termination value for Charging Infra as well to be provided separately.Request revision on actual deprecated	No Change, As per RfP
759			Bus Model shall be in compliance with latest CMVR & Bus Body Code and approved as per AIS:052+AIS:153+Annexure 3 of UBS II by any Indian Government approved testing agency like ARAI, ICAT, NATRaX, GARC etc.	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
760		Statutory requirements	The eBus shall be designed and manufactured in accordance with the latest CMVR requirements & AIS:052 Code of Practice for Bus Body Design & Approval [Bus Code], UBS II, AIS:049, AIS:038 and AIS:153 all amended from time to time as also those related to easy passenger accessibility including for persons	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
761		e. Charging standard in high voltage system	(v) Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory.	Request to confirm & specify regulatory requirement to comply for Lightening Protection. As there is no specific regulation	No Change, As per RfP
762		Kneeling(required only for low floor height buses)	Min. 60 mm entry /exit side collectively	Request to consider kneeling 60mm +- 20mm, consider pneumatic system has variation based on load & pressure	No Change, As per RfP
763		Controls (optional)	Electronically controlled air suspension system	Request to remove as this create difference in opinion at inspection stage and comes as additional requirement	No Change, As per RfP
764			It should be as per UBS-II and AIS:153.	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
765		Charging range	The minimum range on single charge:	Request to consider 220 km with 45 min Opportunity charging, specially for 9m where required range in 180 km, Opportunity charging will be required before 180kms for affective battery life	Amended
766			(i) 200 kms (at 80% SoC) for 12 m bus	Request to consider 180 km (at 80% SoC) for 12 m bus considering variation in duty cycle	No Change, As per RfP
767			(ii) 180 kms (at 80% SoC) for 9 m bus,	Request to consider 160 km (at 80% SoC) for 9 m bus considering variation in duty cycle	No Change, As per RfP



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768			duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations.		No Change, As per RfP
769			One opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation beyond 200 Kms.	Request to consider 220 km with 45 min opportunity charging, specially for 9m where required range in 180 km, Opportunity charging will be required before 180kms for affective battery life	Amended
770		Floor Height above ground	As per UBS II	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
771		Wheelbase	As per UBS II	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
772		Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.	Request to consider within the wheelbase as 220mm considering design limitation	No Change, As per RfP
773		Angle of approach (unladen)	As per UBS II/ CMVR	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
774		Angle of departure (unladen)	As per UBS II/ CMVR	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
775		Ramp over angle (half of break-over angle)	As per UBS II/ CMVR	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
776			Power operated ramp should be provided as per AIS 153 in case of low floor bus for PwD (Divyangjan)	Request to consider manual ramp, as it is operation is very limited and is operated by conductor only	Amended
777		Laminated Glass Specifications	Min Thickness of 7.76 mm with clear Interlayer	Request to consider as per OEM design	No Change, As per RfP
778			The gangway shall be as per UBS-II	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now	No Change, As per RfP
779		Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One at the rear compartment.	Request to consider 2, or request to specify location of third	No Change, As per RfP
780		Lighting - internal & external and illumination	All lights including interiors should be LED Type Head Lights – As per CMVR.	As per this except Head light (which is to be used as per CMVR), all lights to be LED, pls specify word (Except) to avoid confusion	No Change, As per RfP
781			3. Amplifier -1 nos.	Please specify application & need of Amplifier	No Change, As per RfP

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782			ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Operator shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change	Accuracy is governed by network coverage & availability considering national policies, some defence areas and regions have blackspots which affect ITS accuracy and is not in bidders control, request to remove or relax the requirement	No Change, As per RfP
783			iii. All the equipment of the ITS shall be integrated to single control unit and the vehicle CAN Bus for transmitting the data to central ITMS. The Cost of such integration should be the responsibility of the Operator.	Request to allow transmission through ITS & telematics independently, which can be independently integrated to server, this helps bidder for better accuracy and avoids dependent on single source	No Change, As per RfP
784			iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is	Request to provide server details before bid submission	No Change, As per RfP
785			vi. The Camera Based Passenger Counter shall be integrated to the SCU at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority	Server of SCU may not be ready at time of prototype approval, request to relaxation on the clause and to be done when authority server is ready	No Change, As per RfP
786			The successful bidders shall ensure device level interoperability of the ITMS to be communicated by Authority. A tentative such guideline is attached as Annexure 1 of the RfP	Server of SCU may not be ready at time of prototype approval, request to relaxation on the clause and to be done when authority server is ready	No Change, As per RfP
787		Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing or as per OEM make of min. 32 mm dia, 3 mm thick/ powder coated/hammer toned rest as per AIS:052	Request to consider as per OEM design, as we use better material Stainless steel and requirement can be met with lesser diameter & thickness	No Change, As per RfP
788		Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46	Request to consider better specifications as Stainless steel which has longer life and more strength	No Change, As per RfP
789			MS tubing or OEM make of min. 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052	Request to consider better specifications as Stainless steel which has longer life and more strength	No Change, As per RfP

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790		Air conditioning system (HVAC to be provided according to Authority guidelines in colder cities)–test procedure for type approval	Specifications, Target results, apparatus and procedure as per UBS II with both the conditions of 42 & 48 degrees.	Request to consider deletion of Annexure 3 of UBS II certificate requirement as certifying body is not available now, also confirm if heating is required or only cooling	No Change, As per RfP
791			Min. 34 kW for 12m E100	Request to consider 33kw, consider available model	No Change, As per RfP
792		1000±50 m³/hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding Motor		request to conder, removal or optional requirement of air curtain, consider it derates power efficiency & range	No Change, As per RfP

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