



CORRIGENDUM DOCUMENT

ON

**PPP model development of 49
bus terminals on Design
Build Finance
Operate and Transfer
(DBFOT) basis**

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CORRIGENDUM DOCUMENT
DATED – 03/05/2026



**PPP model development of 49 bus terminals on Design
Build Finance Operate and Transfer**

Uttar Pradesh State Road Transport Corporation (UPSRTC)

Parivahan Bhavan, Tehri Kothi, 6 M.G. Marg, Lucknow-226001

The corrigendum document containing clarifications to queries received through the Pre-Bid meeting held on 27/04/2026 can be viewed on e- tender portal <https://etender.up.nic.in> & UPSRTC's Website **www.upsrtc.up.gov.in** for information to bidders. Corrigendum document containing clarifications to queries shall now be a part of bid documents.

Tender Inviting Authority,

RESPONSES TO ALL PRE BID QUERIES



Uttar Pradesh State Road Transport Corporation (UPSRTC)

Parivahan Bhavan, Tehri Kothi, M.G. Marg, Lucknow- 226001 | Phone: +91 522 262 2363 | www.upsrtc.com

Development of 49 Bus Terminals on PPP model (DBFOT Mode)

Consolidated Pre-Bid Queries and Responses/Clarifications

Date: 03-May-2026

S. No.	Clause	Pre-Bid Query	Response/ Clarification
1.	Clause 1.1.4 of RFP & Article 10 of DCA	What is the exact land area available for the Muzaffarnagar bus station, and what is its current legal status including any encumbrances or easements?	Muzaffarnagar Bus Depot area is as per Clause 1.1.6 Table 1 of RFP. Land ownership rests with UPSRTC as per Clause 1.1.4 of RFP. The Authority shall hand over the Site to the Concessionaire free from Encumbrances as per Article 10, Clause 10.3.1 read with Article 4, Clause 4.1.2 of DCA. Bidders are advised to undertake site visit and due diligence as per Clause 2.5 of RFP.
2.	Article 4 & 17 of DCA & Clause 1.1.13 of RFP	Are there any existing structures, utilities, encroachments, or third-party occupants on the Muzaffarnagar site? At whose cost and within what timeline will these be cleared prior to handover?	The Muzaffarnagar site is a greenfield site with no existing bus operations or workshop activities. The Authority shall procure and hand over Right of Way to the Site, free of encroachment, prior to the Appointed Date at its own cost as per Article 4 of DCA. Shifting of utilities (if any) and demolition/disposal of any incidental structures shall be undertaken by the Concessionaire at its cost as per Clause 1.1.13 of RFP and Article 17 of DCA.
3.	Clause 1.1.6 Table 1 of RFP & Clause 2.5.1 of RFP	Please provide the exact Khasra/Survey number, Tehsil, and district details of the Muzaffarnagar land parcel. Will a formal site visit/ground inspection be arranged before bid submission?	Site location and broad details are provided in Clause 1.1.6 Table 1 of RFP and Schedule-A of DCA.

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			Bidders are encouraged to visit the Project site and conduct independent due diligence as per Clause 2.5.1 of RFP.
4.	General	Is the Muzaffarnagar land completely free from litigation? If any legal proceedings are pending, please provide current status and expected timeline for resolution before handover.	Yes, the site is free from litigation as on the date of publication of this document, and no legal proceedings are pending.
5.	General	What is the current land use/ zoning classification of the site under the local Master Plan, and has land use change approval already been obtained for commercial development?	Land use of the Project site has already been converted vide GoUP Notification dated 03.06.2024 under Muzaffarnagar Mahayojana-2021. Commercial utilization on PPP basis is duly permitted under this land use, vide Notifications dated 31.10.2013 and 24.01.2023 of the Housing & Urban Planning Department.
6.	Clause 1.1.9 of RFP & Clause 1.1.10 of RFP	The advertisement states FAR 2.5 is available — does this apply to the total project (bus station + commercial), or is FAR 2.5 exclusively available for commercial use over and above the mandatory bus station area?	Basic FAR of 2.5 is admissible for the entire Project (excluding workshop area) at no cost as per Clause 1.1.9 of RFP.
7.	Clause 1.1.10 of RFP & Schedule-C of DCA	What is the minimum mandatory area to be reserved for core bus station operations including platforms, waiting areas, ticket counters, and passenger amenities at Muzaffarnagar?	55% of the admissible BUA is reserved for Bus Terminal (BTPF + BTCA) as per Clause 1.1.10 of RFP. Detailed mandatory bus terminal facilities and minimum specifications are set out in Schedule- C of DCA (Annex-I & Annex-II).

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8.	Article 5 of DCA & Clause 1.1.2 & 1.1.3 of RFP	Will the concessionaire have full freedom in architectural and commercial design of the complex, or does UPSRTC reserve approval rights over design drawings, facade and layout?	Concessionaire shall design as per Specifications & Standards in Schedule-C, applicable bye-laws and Good Industry Practice. Design and master plan for BTPF and First Phase of BTCA/CC must be submitted as a Condition Precedent as per Article 4 of DCA and shall be subject to UPSRTC review/approval as per Article 5 of DCA. Architectural style shall reflect the architecture and culture of UP / region as per Clause 1.1.2 & 1.1.3 of RFP.
9.	Clause 1.1.9 of RFP	Is the Ground Coverage approval for FAR 2.5 already obtained (for Muzaffarnagar), or will the developer be responsible for obtaining it from local bodies?	FAR of 2.5 for this site has already been approved. Further, maximum ground coverage is permitted after ensuring setbacks and circulation as per applicable local building construction and development byelaws of the map approving authority. (Refer clause 1.1.9 of RFP and schedule-C of DCA)
10.	Clause 1.2.11 of RFP	What is the exact bid parameter — upfront concession fee, annual revenue share, or hybrid model? Provide the formula and reserve/floor price for Muzaffarnagar.	The sole bid parameter is the highest Upfront Premium as per Clause 1.2.11 of RFP UPSRTC has not indicated any reserve/ floor price

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11.	Article 4 & Article 30 of DCA	What are the penalty clauses for delay beyond the 12-month implementation timeline? Is there a Force Majeure provision and how is it defined?	Kindly refer to Article 4 (Damages for Delay) and Article 30 (Force Majeure provisions).
12.	Article 9 of DCA & Clause 1.2.5 of RFP	Is there a Performance Security / Construction Bank Guarantee requirement? If yes, quantum, form and timeline?	Kindly refer to Clause 1.2.5 of RFP & Article 9 of DCA
13.	Article 30 & 33 of DCA	In case of early termination by UPSRTC, what is the compensation mechanism for recovery of capital investment and uncovered returns?	Termination payments are governed by Article 33 of DCA. Kindly refer to Article 30 of DCA for termination in case of Force Majeure event.
14.	General	Under which provisions of UPSRTC Act and UP PPP Policy is this concession granted? Is the Concession Agreement subject to UP state law jurisdiction?	The bidding process is governed by guidelines issued for PPP Projects in State of Uttar Pradesh. Kindly refer to Clause 6.1 of the RFP. Further, Government order No. 60/2026/380/30-1-2026/E-2013047 dated 9 th April 2026 has been issued after approval of the Competent Authority.
15.	Article 40 of DCA	Dispute Resolution Mechanism — arbitration, civil court, or designated tribunal? If arbitration, will it follow Arbitration & Conciliation Act, 1996? Seat?	Kindly refer to Article 40 of DCA
16.	Appendix VIII of RFP	Provide a specific exhaustive list of commercial activities exempt from Impact Fee at Muzaffarnagar.	Kindly refer Appendix VIII of RFP

S. No.	Clause	Pre-Bid Query	Response/ Clarification
17.	General	Is the Concession Agreement a standard template for all 49 stations, or can site-specific amendments be negotiated?	Yes, the Concession Agreement is a standard template for all 49 sites. .
18.	Clause 4.1.3 (d) & Schedule-E of DCA	Whether the project requires environmental clearance under EPA 1986 / EIA Notification 2006? Whose responsibility?	Procurement of all Applicable Permits including environmental clearance (where applicable as per built-up area/ EIA Notification 2006 as amended from time to time) is the responsibility of the Concessionaire as a Condition Precedent as per Article 4, Clause 4.1.3 (d) read with Schedule-E of DCA.
19.	Schedule-K of DCA and Article 33 of DCA	What are the minimum SLAs for bus station operations and consequences of breach?	Key Performance Indicators (KPIs), Maintenance Requirements and Safety Requirements as per Schedule-K of DCA. Breach attracts Damages and may, in case of repeated default, trigger Concessionaire Default under various provision of DCA including clause 33.1.1 (g)
20.	Article 34 of DCA	At Transfer/Handback at end of Concession Period, what condition of asset is expected? How is residual value assessed?	The Bus Terminal Project Facilities and Commercial Assets shall be handed back free from Encumbrances and in accordance with Good Industry Practice (as per Clause 1.1.4 of RFP). Transfer is at no cost to UPSRTC. Kindly refer to various relevant provisions of the bidding documents including Article 12, Clause 12.1(f) of DCA, Clause 4.5 of Schedule-K of DCA and Article 34, Clause 34.3 (deemed handover) of DCA .

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21.	Article 17 & 18 of DCA	Will UPSRTC continue to deploy its own staff at Muzaffarnagar during Concession Period, or all operational management vests with Concessionaire?	Among other requirements the concessionaire must ensure operational maintenance as per Article 17 of the DCA and safety as per Article 18 of the DCA. UPSRTC traffic/operations staff shall continue to operate at the bus station.
22.	Clause 2.2.5 of RFP	In a consortium of up to 4 members, which member must hold lead/majority stake; is there a mandatory equity lock-in?	Kindly refer to Clause 2.2.5 of RFP
23.	Clause 2.2.2 (B), 2.2.4 & 2.2.8 of RFP	Can a sub-contractor's project experience be counted toward technical eligibility, or only consortium members?	Only the experience of the Bidder, its Consortium Members and their respective Associates (as defined in Clause 2.2.8 of RFP) shall be considered for evaluating Technical Capacity (as per Clause 2.2.2(B) and 2.2.8 of RFP). Sub-contractor experience is not counted.
24.	Clause 2.2.2 of RFP	Can an NBFC or financial institution be a member of the consortium purely as funding/equity partner without technical capacity requirement?	Consortium members are evaluated for combined financial and technical capacity as per clause 2.2.2 of the RFP. A purely financial member may be part of the consortium subject to fulfillment of all bidding requirements.
25.	Article 4 & 10 of DCA and Clause 2.5.1 of RFP	Kindly confirm whether the entire land parcel (31,879 sqm) is free from all encumbrances, litigations, and physical obstructions.	Authority shall provide Right of Way to the Site free from Encumbrances on or before the Appointed Date as per Article 4, Clause 4.1.2 of DCA read with Article 10, Clause 10.3.1 of DCA. Site details are in Schedule-A of DCA.

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			Bidders to conduct independent due diligence as per Clause 2.5.1 of RFP.
26.	Clause 1.1.13 of RFP and Article 11 & Article 17 of DCA	Please clarify if there are any existing utilities, structures, or underground services at the site that may impact development.	Existing utility shifting and structure demolition shall be undertaken by the Concessionaire at its cost as per Clause 1.1.13 of RFP & Article 11 of DCA and Article 17, Clause 17.1.2 of DCA. Bidders to ascertain site conditions through independent due diligence as per Clause 2.5.1 of RFP
27.	Clause 1.1.9 of RFP	The RFP mentions 30% ground coverage and 2.5 FAR; confirm whether higher ground coverage and additional FAR are permissible.	Maximum ground coverage shall be allowed after ensuring setbacks and circulation as per applicable byelaws of the Map Approving Authority as per Clause 1.1.9 of RFP. Additional purchasable FAR / TOD FAR (where applicable) is permissible over and above the basic FAR of 2.5 — the Concessionaire shall apply through UPSRTC and pay (a) applicable charges to the Map Approving Authority and (b) pro-rata Upfront Premium to UPSRTC as per Clause 1.1.9 (i) & (ii) of RFP and Article 5, clause 5.9 of DCA.
28.	General	Confirm whether any future land acquisition or expansion is planned that may affect the project.	Any future land acquisition and/or expansion, if required, shall be dealt with in accordance with the

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			relevant provisions and clauses of the Bid Documents/ Concession Agreement. As on date, no such proposal is in the knowledge of the UPSRTC. Bidders are advised to undertake their own independent due diligence in this regard.
29.	Clause 1.1.5 & 1.1.10 of RFP & Schedule C of DCA	Kindly clarify whether the developer is free to design the Bus Depot, Bus Terminal facilities, workshop, BTCA and commercial complex over the entire plot area as per the indicative vertical plan submitted (LGF for parking/workshop, GF for bus terminal commercial, upper floors commercial, basement parking).	The concessionaire has the right to design the premises to suit commercial viability as per relevant clauses of RFP/DCA including clause 1.1.5 of RFP, clause 1.1.10 of RFP & Schedule C of DCA, subject to approval of UPSRTC and map approving authority.
30.	Clause 1.1.9 of RFP & Article 25 of DCA	Whether additional purchasable FAR/TOD FAR is permissible and applicable cost mechanism. Additional FAR charges should be calculated over and above the base FAR of 2.5. Are charges payable by UPSRTC or Concessionaire?	Additional purchasable FAR / TOD FAR (where applicable) is permissible over and above the basic FAR of 2.5 — the Concessionaire shall apply through UPSRTC and pay (a) applicable charges to the Map Approving Authority and (b) pro-rata Upfront Premium to UPSRTC computed in proportion to the additional FAR over the basic FAR as per Clause 1.1.9 (i) & (ii) of RFP and Article 5, clause 5.9 of DCA. These charges are to be paid by Concessionaire.

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31.	Clause 1.1.10 & 1.1.11 of RFP	Whether commercial development can be freely designed or restricted on usage mix (retail, office, hotel, residential, etc.).	Permissible commercial activities are as per the GoUP notifications enclosed at Appendix-VIII of RFP, applicable bye-laws and master plan zoning regulations of the Map Approving Authority (as per Clause 1.1.10 and Clause 1.1.11 of RFP, as amended from time to time). Concessionaire is free to design the usage mix within the permissible activity list.
32.	Clause 1.1.11 & Appendix VIII of RFP	Whether multiplexes and similar commercial activities are permitted without additional charges or approvals.	Impact fee for Multiplex and its allied activities is payable by the Concessionaire as per Clause 1.1.11 and Appendix VIII of RFP
33.	Clause 1.1.6 Table 1 of RFP, Clause 1.1.10 of RFP & Schedule-C of DCA	Whether the indicated areas for bus terminal, parking/platform and workshop are minimum mandatory or merely indicative.	The minimum mandatory technical specifications and area requirements for BTPF and Workshop are set out in Schedule-C (Annex-I & II) of DCA. The 55%:45% split as per Clause 1.1.10 of RFP and Clause 1.1.6 Table 1 of RFP are mandatory minimum.
34.	Clause 1.1.10 & 1.2.13 of RFP	Confirm whether the entire commercial area is fully exploitable by the concessionaire without restrictions.	Kindly refer to Clause 1.1.10 & 1.2.13 of RFP
35.	Article 5 & 17 of DCA	Whether advertisement rights are exclusively available to the concessionaire free of cost, and whether branding/naming rights are permitted free of cost.	This shall be subject to the State/ULB Outdoor Advertisement Policy and payment of statutory taxes. Branding and naming rights are permitted free of cost, with the prefix "UPSRTC" retained, subject to prior written approval of the Authority on aesthetics, design,

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			and signage to ensure visual harmony with the terminal architecture and that content is not derogatory or contrary to public interest as per Article 17, clause 17.15 of DCA and Article 5, clause 5.7 of DCA
36.	Schedule-C of DCA	Confirm whether parking revenue from private vehicles will be fully retained by the concessionaire.	Parking facilities under Schedule-C (Free of Cost) are mandatory Project Facilities and shall be governed by the Concession Agreement. The Concessionaire shall be permitted to levy, collect and appropriate parking charges on parking facilities developed over and above the Schedule-C requirement as per the Concession Agreement. Parking for UPSRTC owned/controlled/regulated buses, on-duty crew vehicles and UPSRTC staff shall be free. Charges, if any, levied on other state buses or private buses parking inside BTPF shall be collected and realized by UPSRTC only.
37.	Article 39 of DCA	Whether property tax/service charges for the bus terminal commercial area and the commercial area developed by the concessionaire will be exempt; if not, who pays.	All property taxes on Bus Terminal Project Facilities (BTPF) shall be payable by the Authority as per Article 39, Clause 39.3 of DCA. All property taxes on the Bus Terminal Commercial Assets (BTCA) and Commercial Complex (CC) shall be payable by the Concessionaire.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
38.	Clause 3.8.1 of RFP & Article 25 of DCA	Whether there is any reserve/base price for the upfront premium and the payment schedule.	Please refer to the response provided for Query at S. No. 10. Upfront premium payment schedule is as per clause 3.8.1 of RFP and Article 25, Clause 25.2.2 of DCA.
39.	Clause 1.2.12 (ii) of RFP & Article 25 of DCA	Whether the Annual License Fee is fixed or subject to escalation, and the basis for revision.	Kindly refer to Clause 1.2.12 (ii) of RFP & Article 25, Clause 25.3 of DCA
40.	Clause 1.1.3 of RFP	Practical implementation of dual concession periods (35 years for BTPF and 90 years for commercial assets).	FRoR-based extension for BTPF shall be available only after expiry of the initial 35-year BTPF Concession Period, subject to satisfactory performance and absence of material breach. (Refer Clause 1.1.3 of the RFP) The dual concession structure — 35 years for BTPF and 90 years for Commercial Assets — shall be implemented through clearly demarcated components with separate O&M, accounting, handover and transfer obligations, as detailed in the Concession Agreement.
41.	Clause 1.1.3 (A) of RFP	Conditions for granting extensions under FRoR.	Kindly refer to Clause 1.1.3 (A) of RFP

S. No.	Clause	Pre-Bid Query	Response/ Clarification
42.	Clause 1.1.10 of RFP	Whether the permissible BUA allocation (55% bus station / 45% commercial) is fixed or subject to change.	The 55%:45% allocation is fixed and forms a fundamental term of the bidding as per Clause 1.1.10 of RFP.
43.	Clause 1.1.4 of RFP & Article 39 of DCA	UPSRTC may not allow sale of commercial area; Concessionaire can only sub-lease for short-term (15 years). UPSRTC should modify RFP.	Sale of land is not permitted at any stage. Land ownership remains with UPSRTC throughout the Concession Period and assets to be reverted to UPSRTC at the end of Concession as per various provisions of the concession agreement. Sub-license of commercial space by the concessionaire will be as per Article 39 of DCA and within concession period. No change
44.	Clause 3.8.1 (b) of RFP & Article 25 of DCA	UPSRTC may allow entire upfront payment within a short period to attract keenly interested bidders.	As per Clause 3.8.1 (b) of RFP & Article 25, Clause 25.2.2 of DCA, permit the Concessionaire, at its option, to pay the entire Upfront Premium 30 days prior to the Effective Date.
45.	Clause 2.2.2 (B) & 2.2.2 (g) of RFP	UPSRTC should give preference to experienced bidders who have developed bus depots under PPP in Delhi-NCR / executed PPP projects with other government entities.	Technical Capacity is assessed across permissible Sectors and modes as per Clause 2.2.2(B) of RFP. PPP-mode projects already attract a 1.5x weightage over non-PPP modes as per Clause 2.2.2 (g) of RFP. Geographic preference would be discriminatory and contrary to fair competition.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
			No change
46.	General	Status of statutory approvals including land use and zoning. Whether commercial utilization has been approved by local bodies. Conversion charges to be paid by UPSRTC.	FAR of 2.5 and commercial land use as per Appendix-VIII of the RFP shall be ensured; remaining statutory approvals shall be the Concessionaire's responsibility.
47.	Clause 4.1.3 (d) and Article 6 of DCA	Whether single-window clearance support will be provided by UPSRTC.	UPSRTC shall provide reasonable assistance in obtaining Applicable Permits as per Article 4, Clause 4.1.3 (d) and Article 6 of DCA. However, the responsibility for procurement of permits remains with the Concessionaire. No formal single-window clearance is committed beyond the assistance contemplated in DCA.
48.	Article 4 & 30 of DCA	Whether delays in approvals beyond Concessionaire's control will result in timeline extensions without penalty.	Kindly refer Article 30, clause 30.6.2 of DCA and Article 4 of DCA.
49.	Clause 4.1.3 (d) & Schedule-E of DCA	Whether Environmental Clearance approval is required for this project.	Please refer to the response provided for query at S.no 18.
50.	Schedule-E of DCA	Whether RERA registration is required for this project.	Kindly refer Schedule-E of DCA

S. No.	Clause	Pre-Bid Query	Response/ Clarification
51.	Article 11 & Schedule-E of DCA	Who provides temporary electricity connection during construction; load restrictions; can Concessionaire use UPSRTC's existing connection?	Procurement of temporary and permanent electricity, water, sewer and other utility connections is the Concessionaire's responsibility as per various provisions of concession agreement including schedule -E of DCA Use of UPSRTC's existing connections, if any, may be permitted on a chargeable basis with prior written approval of UPSRTC. No load guarantees are given by UPSRTC.
52.	Article 11 & Schedule-E of DCA	Who provides permanent electricity connection during operation; load restrictions; will UPSRTC arrange required load.	Permanent connection and load procurement during operation is the Concessionaire's responsibility as per schedule -E of DCA UPSRTC will provide reasonable facilitation but does not guarantee load.
53.	General	Whether electricity connection charges will be provided by UPSRTC/discoms at subsidized rates.	Tariffs and connection charges shall be as per the published schedule of the relevant discom (PVVNL/NPCL etc.). UPSRTC does not provide subsidies.
54.	Article 11 & Schedule-E of DCA	Who provides water connection for construction and operation phases.	Water connection procurement is the Concessionaire's responsibility as per schedule -E of DCA

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55.	General	Whether borewell exists at site and whether Concessionaire can use it. Can additional borewells be developed.	Bidders are advised to verify existing site conditions, including borewell availability, through site visit and due diligence. Existing facilities, if any, shall be available on "as-is-where-is" basis subject to UPSRTC requirements. Additional borewells, if required, may be developed by the Concessionaire at its own cost, subject to applicable Ground Water Regulations and necessary statutory approvals.
56.	Article 11 & Schedule-E of DCA	Who provides sewer connection permission — UPSRTC or local authority.	Sewer connection is to be obtained by the Concessionaire from the local sewerage authority. UPSRTC will provide necessary NOC as landowner.
57.	Article 4 of DCA	Whether UPSRTC will make alternate/temporary arrangements for shifting the Bus Depot/terminal to another location before handing over the site.	Kindly refer to Article -4, Clause 4.1.2 of DCA
58.	Article 4 & 10 of DCA	Encroachments such as Police Chowki, Mandir, Water ATM, etc., in front of plot. UPSRTC should ensure removal before handing over.	Authority shall hand over the Site free from Encumbrances as per Article 10, Clause 10.3.1 & Article 4, Clause 4.1.2 of DCA. Removal of encroachments within the demarcated Project Site is UPSRTC's responsibility prior to Appointed Date.
59.	Schedule-A of DCA	Whether existing plantation/green area in front of plot is inside or outside the plot. If outside, UPSRTC should ensure it is handed over.	Site boundaries are as per Schedule-A of DCA. Land outside the demarcated Project Site shall not form part of the Concession and shall not be handed over to the Concessionaire. Bidders are advised to verify plot

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			boundaries during site inspection as per Clause 2.5.1 of RFP.
60.	Schedule-A of DCA	Existing entry to Bus Depot passes through petrol pump; Concessionaire will need alternate entry. UPSRTC may allow alternate entry point.	Alternate entry/exit, if required, shall be designed by the Concessionaire as part of the master plan, subject to UPSRTC and Map Approving Authority (NOIDA) approval and necessary RoW from adjoining road authority. Cost to be borne by the Concessionaire. UPSRTC shall provide reasonable facilitation.
61.	Article 4 & 30 of DCA	Whether extension provisions exist for COD timelines in case of delays due to Force Majeure, regulatory approvals, or delays attributable to UPSRTC.	Concession Period and Project Completion Schedule shall be extendable for delay caused by Force Majeure as per Article 30, Clause 30.6.2 of DCA. Please refer relevant provisions of the bidding documents including Article-4, Clause 4.2 of DCA
62.	Clause 1.1.14 of RFP	Whether phased development is permitted based on market conditions.	Mandatory passenger amenities (BTPF) must be completed by COD 1 (24 months). Phased development of BTCA / Commercial Complex is permitted: at least 40% of total BUA available for BTCA + CC must be delivered within 84 months (7 years) from Appointed Date, i.e., by COD 2 as per Clause 1.1.14 of RFP.
63.	Article 37 & Article 30 of DCA	Risk allocation with respect to change in law, environmental restrictions, and demand risk.	Kindly refer Article 30, 37 of DCA.

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64.	Article 34 of DCA	Kindly clarify the asset transfer conditions at the end of the concession period, including commercial assets and handover requirements.	Kindly refer to Clause 1.1.4 of RFP and Article 34, Clause 34.3 of DCA
65.	Clause 2.3 of RFP	Kindly confirm whether post-bid changes in consortium structure are permitted.	Post-bid changes are restricted: (a) Aggregate equity of Selected Bidder/Consortium in SPV shall not be less than 100% till execution of CA, and not less than 51% till COD 1 as per Clause 2.3.1 of RFP. (b) Each Consortium Member whose Technical/Financial Capacity was reckoned shall hold $\geq 26\%$ paid-up equity and $\geq 5\%$ of TPC till COD 1 as per Clause 2.2.5 (g) (iv) of RFP. (c) Lead Member shall hold $\geq 26\%$ till COD 2. (d) Any change-in-control of a qualifying Member or Associate shall be disclosed and may, at the Authority's sole discretion, result in disqualification or LOA withdrawal as per Clause 2.3.2 of RFP. After COD 1, share transfers are governed by DCA Article 36 and Clause 2.3 of RFP.
66.	Clause 1.1.8 of RFP	Kindly clarify the timeline for SPV formation (pre-award or post-award).	Bidders to form SPV prior to execution of the Concession Agreement as per Clause 1.1.8 of RFP
67.	Clause 2.5 of RFP	Kindly confirm whether the site visit is mandatory or optional.	Bidders are advised to undertake site visit and due diligence as per Clause 2.5.1 & 2.5.2 of RFP

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68.	General	Kindly confirm whether the concessionaire can install solar panels without prior approval from UPSRTC.	Installation of solar panels by the concessionaire shall be subject to applicable laws and regulations
69.	Schedule-E of DCA	Will MAP approval and RERA registration time also be covered in the Construction Period of 24 months (COD 1)?	Map approval must be obtained before the Appointed Date. For RERA , please refer response provided for query at S.No-50
70.	Clause 1.1.6 Table 1 of RFP & Schedule A & C of DCA	How much land area is to be used for Bus Terminal development (e.g., for an actual BUA of 11,062 sqm / 13,472.8 sqm / 6,072 sqm at Kaiserbagh / Noida / Kashi respectively)? Explain calculation criteria.	Kindly refer to Clause 1.1.6 Table 1 of RFP & Schedule A & C of DCA.
71.	Clause 1.1.9 of RFP and Article 25 of DCA	RFP states additional FAR is available only through UPSRTC upon pro-rata payment. How much additional FAR is available and how is pro-rata payment calculated?	Additional purchasable FAR / TOD FAR (where applicable as per the Map Approving Authority's bye-laws and TOD policy) shall be available subject to (a) UPSRTC's no-objection, (b) payment of applicable FAR purchase charges to the Map Approving Authority, and (c) payment of pro-rata Upfront Premium to UPSRTC computed in proportion to additional FAR over basic FAR as per Clause 1.1.9 of RFP and Article 25, Clause 25.2.1 of DCA. The quantum of additional FAR depends on the prevailing byelaws of the Map Approving Authority as on date of application.

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72.	Article 44 of DCA	DCA states Appointed Date is when Financial Close is achieved. As per DCA, CPs (including Financial Package) are to be fulfilled. What is 'Financial Package'?	Kindly refer to Article 44 for definitions
73.	General	Can Concessionaires sub-contract the development of Bus Terminal?	Yes, the Concessionaire may engage qualified EPC contractors and sub-contractors for execution of the development of Bus Terminal, in accordance with the Concession Agreement. However, the overall responsibility, liability and accountability for the Project shall continue to rest with the Concessionaire, and such sub-contracting shall not amount to assignment or transfer of the Concession Agreement.
74.	General	Whether project land may be utilized not only for commercial purposes but also for industrial development (mixed-use), and whether such land parcels — if permitted for industrial use — can be sub-divided into smaller units/plots and transferred/sold.	Permissible activities in the 45% Commercial Complex and BTCA portions are as per the GoUP notifications enclosed at Appendix-VIII of RFP, applicable bye-laws and master plan zoning of the Map Approving Authority — typically commercial (retail, office, hotel, hospitality, hospital, multiplex, ATM, food court, etc.). Industrial use is NOT permissible under bus depot/ station zoning. Plotting/ Sale / Sub-Division/ Transfer of Land is not Permitted as per existing provisions of the RFP/DCA

S. No.	Clause	Pre-Bid Query	Response/ Clarification
75.	Clause 1.1.6 of RFP & Schedule-C Annex-II of DCA	We understand that for development of bus stations and commercial complex we can use adjacent workshop area also for commercial development and can give access to workshop from proposed bus stand area. Kindly confirm.	The adjacent workshop area does not form part of the Project / Concession and is not available for commercial development by the Concessionaire.
76.	General	Request clarification on specific Rates for Revenue Generation by the Concessionaire against the tender (PPP Bus Terminal cum Commercial Complex at Jankipuram, Tender No. 121/PPP CELL/2026-65 PPP/2023 Vol-2).	Please refer Article 26 of the DCA regarding Rates along with Schedule-P of DCA.
77.	Clause 2.2.2 (A) of RFP & Table 6 of RFP	Annual turnover for eligibility is calculated as average of any 3 of last 6 financial years. If turnover is Rs. 300 in one year and nil in others, will it be Rs. 100 average?	As per Clause 2.2.2 (A) (a) of RFP, the Minimum Average Annual Turnover (MAAT) requirement is for 'any three (3) financial years, out of the last six (6) financial years'. The Bidder may select any three financial years (from the last six) where its turnover collectively meets the MAAT.
78.	Clause 1.1.9 (i) & (ii) of RFP	If additional FAR is purchased, Concessionaire pays fees to authority and additional premium to UPSRTC. If hypothetically double FAR is used, will Concessionaire pay double upfront premium plus FAR fees?	Yes

S. No.	Clause	Pre-Bid Query	Response/ Clarification
79.	Clause 1.1.9 of RFP	In past tenders, FAR of 4 and additional ground coverage was awarded in TOD zone areas. Is the same applicable for these 49 tenders?	Basic FAR for these 49 Projects is 2.5 as per Clause 1.1.9 and Table 1 of RFP. Additional purchasable FAR / TOD FAR may be available, where applicable, as per the prevailing bye-laws and TOD policy of the Map Approving Authority and GoUP, subject to charges as per Clause 1.1.9 (i) & (ii).
80.	Clause 1.1.4 footnote of RFP	For areas under bus depot, can FAR of entire land (workshop plus bus station) be utilised, or only for the bus station land area?	FAR shall be calculated only on Bus Station area (excluding Workshop)
81.	General	If only FAR of bus station area can be utilised for commercial development, can bus station area for sites like Noida be increased to make them commercially more viable, since workshop area is large compared to sheds asked for?	Workshop area requirements are based on UPSRTC's operational needs (number of buses, periodic maintenance) as per Schedule-C Annex-II. Suggestion to reallocate workshop land for commercial development cannot be accepted as it would compromise UPSRTC's operations.
82.	Clause 2.2.8 (a) of RFP	Will a shareholder of a company holding more than 50% shares be counted as an associate for calculation and eligibility purposes?	Yes Kindly refer to Clause 2.2.8 (a) of RFP
83.	Clause 2.2.8 of RFP	Can assets of associate also be calculated for eligibility of net worth and 100% work experience/financial eligibility be counted for every consortium member with its associate holding atleast 26% share in the bidding consortium?	Yes Kindly refer to Clause 2.2.8 of RFP

S. No.	Clause	Pre-Bid Query	Response/ Clarification
84.	Clause 2.2.2 (A) & Table 6, Column 5 of RFP	We are evaluating 5 PPP projects (combined value Rs. 671 Cr — 70+74+122+103+202). Group turnover ~Rs. 20 Cr; MAAT typically 50% of project value. How can the gap be addressed — consortium, financial tie-ups, etc.?	Minimum average annual turnover is 50% of Estimated Project Cost of each project as per Clause 2.2.2 (A) & Table 6, Column 5 of RFP. The Bidder may form a Consortium of up to 4 members and combine the financial capacity as per clause 2.2.5 of the RFP Bidders not meeting the threshold individually may bid as a Consortium.
85.	Clause 2.2.2 (A), Clause 2.2.4 (b) & 2.2.8 of RFP	Our group assets: Mumbai hotel ~Rs. 220 Cr (in AVINS Global), marble factory ~Rs. 50 Cr (in AVINS Global Trading), and family-held land/assets >Rs. 1500 Cr. Can these be considered collectively for Net Worth?	Net Worth is determined per the Bidder/Consortium Member's audited balance sheet, certified by statutory auditor as per Clause 2.2.4 (b) & Clause 2.2.2 (A) of RFP. Assets of legal entities qualifying as 'Associates' (those with a >50% control/ownership link with the Bidder as per Clause 2.2.8 (a) of RFP) may be aggregated. Personally-held / family assets shall qualify for consideration only if and to the extent they fall within the definition of "Associate" under the RFP, supported by audited financial statements.
86.	Clause 2.2.3 of RFP	We have no direct O&M experience. Can the requirement be met through a consortium partner with O&M experience or appointment of an experienced O&M agency post award? Is O&M experience mandatory or only for evaluation?	If the Bidder lacks such experience, it may, prior to LOA, enter into an O&M agreement with an experienced O&M operator for 5 years from COD 1, with such operator subscribing/holding ≥10% of the SPV's paid-up equity

S. No.	Clause	Pre-Bid Query	Response/ Clarification
			for 5 years from COD as per Clause 2.2.3 read with Clause 2.2.5 (g) (iv) of RFP. At Bid stage, an undertaking in Annex-V of Appendix-I is acceptable; the formal O&M agreement is required prior to LOA.
87.	General	If our bank cannot issue a Solvency Certificate for the full Rs. 671 Cr, what are the alternatives — multiple banks, consortium, credit facility / sanction letter? Must combined solvency be shown at once or project-wise?	RFP requires Net Worth certified by statutory auditor as per Clause 2.2.4 (b) of RFP and Bid Security as per Clause 1.2.4 & Table 3 of RFP, there is NO requirement of a Solvency Certificate for Rs. 671 Cr. Net Worth is checked PROJECT-BY-PROJECT as per RFP Table 6. Net Worth deployed for awarded Projects shall be deducted while assessing eligibility for subsequent Projects as per Clause 3.8.6 of RFP.
88.	Clause 1.2.4 & 2.25.1 of RFP	BG obligations are Bid Security ~1%, Performance Security ~5%, Performance Guarantee ~2.5%. For combined Rs. 671 Cr, this is ~Rs. 6.7 Cr (EMD), Rs. 33-34 Cr (PS), Rs. 16-17 Cr (PG). Can we structure these project-wise / SPV-wise rather than combined? Multiple-bank or third-party-FI BGs acceptable?	All BGs (Bid Security, Performance Security, Performance Guarantee) are PROJECT SPECIFIC and to be furnished separately for each Project as per Table 3 of RFP. There is no requirement to combine across projects. BGs may be issued by any Nationalised Bank or Scheduled Bank in India having Net Worth ≥ Rs. 1,000 Cr as per Clause 1.2.4 & 2.25.1 of RFP. E-Bank Guarantee, Insurance Surety Bond, NEFT/RTGS, or DD are also acceptable. Multiple banks may issue separate BGs for separate Projects/SPVs.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
89.	General	Considering current financials, how much funding (loan + BG) can realistically be arranged?	Funding arrangement is the Bidder's commercial assessment and not within UPSRTC's purview. Bidders are advised to undertake due diligence as per Clause 2.5 of RFP and discuss with their bankers/lenders.
90.	Clause 1.2.2 & 2.2.5 of RFP	Should we bid alone or form a consortium? If consortium, what ideal structure (shareholding / roles)?	Decision to bid individually or as a Consortium is for the Bidder's commercial judgement. RFP permits Consortium of up to 4 members as per Clause 1.2.2 and 2.2.5 of RFP. Where a single Bidder does not meet Financial / Technical / O&M eligibility independently, Consortium with appropriate Lead Member, Technical Member and O&M Member (with prescribed equity locks as per Clause 2.2.5(g)(iv) of RFP) is typically used.
91.	Article 20 of DCA & Schedule-C & Schedule-K of DCA	Bus terminals need high security. Who will pay for CCTV cameras and security staff in common areas — Authority or Concessionaire? If Authority/Police later asks for 3x more cameras and 30-day storage, who pays?	Security of the entire Project (BTPF, Workshop, BTCA, CC) including CCTV, security staff, fire safety, etc., is the responsibility of the Concessionaire as per Article 20 and Schedule-C / Schedule-K (Maintenance & Safety Requirements) of DCA. Subsequent statutory directions from Police / Government Instrumentality, if amounting to Change of Scope, shall be governed by DCA Article 16 (Change of Scope). If amounting to Change in Law, governed by Article 37.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
92.	General	What if UPSRTC builds another bus terminal within 2-3 km in the next 10 years? Will we get any protection so our business is not affected?	RFP/DCA does NOT provide for any geographic exclusivity or non-compete protection in respect of UPSRTC's other infrastructure investments.
93.	Clause 1.2.13 of RFP	Can we install big LED screens on the building for advertising? Do we have to share advertising income with the local Municipal Corporation?	Concessionaire has the exclusive right to advertise within and on the Project as per Clause 1.2.13 of RFP. Installation of LED screens, hoardings, etc., on the building exterior shall conform to applicable bye-laws of the Map Approving Authority / Municipal Corporation and any outdoor advertisement policy of GoUP / local body. Any advertisement tax / fee payable to the Municipal Corporation under such bye-laws is to the Concessionaire's account. Advertisement REVENUE is fully retained by the Concessionaire — no revenue share with UPSRTC or Municipal Corporation is contemplated.
94.	Article 5 of DCA	Can we name the terminal with our brand, like 'AVINS Transit Hub'? Or will the name always stay 'Noida UPSRTC Bus Station'?	Please refer Article-5, Clause 5.7 of DCA.
95.	Article 4 of DCA	Concessionaire has to obtain all NOCs (Pollution, Fire, Forest etc.) within 180 days. If Authority delays giving land/RoW, will we get extra time automatically?	Kindly refer to Article 4 Clause 4.2 & 4.4 of DCA

S. No.	Clause	Pre-Bid Query	Response/ Clarification
96.	Clause 1.1.13 (ii) of RFP & Article 17 of DCA	When we demolish the old building, who will own the scrap material? Can we sell it and recover demolition cost?	The Concessionaire is responsible for safe and hassle-free disposal, re-use or sale of scrap from the Site as per Clause 1.1.13 (ii) of RFP & Article 17, Clause 17.1.2 of DCA. The Concessionaire bears the cost of demolition as per Clause 1.1.13 of RFP and is entitled to retain proceeds from sale of scrap and excavated material.
97.	Article 11 of DCA	EV charging stations need expensive equipment (liquid-cooled cables). Is local electricity supply strong enough, or will we need to spend extra for upgrades?	EV charging infrastructure (where mandated as per Schedule-C of DCA) shall be designed, installed, operated and maintained by the Concessionaire at its cost. Electricity load procurement, including any infrastructure upgrades required to meet the load, is the Concessionaire's responsibility as per Article 11 of DCA. UPSRTC does not provide any guarantee on existing supply capacity.
98.	Article 11 of DCA	We have to pay for shifting utilities. Have we checked the cost of shifting things like hightension electric lines or water pipelines?	Cost of shifting existing utilities affecting the Project Site is to the Concessionaire's account as per Article 11 of DCA. Bidders are advised to verify existing utilities through site visits and due diligence as per Clause 2.5 of RFP. UPSRTC has not undertaken any prior assessment of utility shifting costs.
99.	Clause 1.1.9 of RFP	Only 30% of land can be used on ground floor. To use full FAR (2.5), we may need to build 8-9 floors. Is this practical and profitable?	Vertical mixed-use development within applicable by-laws of the Map Approving Authority is a normal commercial design choice as per Clause 1.1.9 of RFP. The maximum ground coverage and number of floors

S. No.	Clause	Pre-Bid Query	Response/ Clarification
			permissible depend on the specific bye-laws of each Map Approving Authority (Table 2 of RFP). Commercial viability is for the Bidder's assessment as per Clause 2.5 of RFP.
100.	Schedule-C & Schedule-K of DCA	Advertisement should not spoil the look of the terminal. Where is the line between good and bad? If our advertisement is rejected after installation, what can we do about it?	Advertisement design, location and content shall conform to (a) the architectural and aesthetic standards in Schedule-C of DCA, (b) outdoor advertisement bye-laws of the Map Approving Authority / Municipal Corporation, and (c) safety/visibility requirements in Schedule-K.
101.	Clause 2.2.2 (A) (b) of RFP	Financial Eligibility: Net Cash Accrual should be positive 3 out of 8 years. Bidder proposes (i) clause removal, OR (ii) Net Cash Accrual positive 3 out of last 10 years, OR (iii) 2 out of 3 financial parameters under Cl. 2.2.2(A) be sufficient.	Clause 2.2.2 (A) (b) of RFP is a standard PPP eligibility safeguard adopted on the Model PPP framework of DEA under Ministry of Finance, Government of India. The threshold of positive Net Cash Accruals in 3 out of 8 financial years preceding the Bid Due Date is reasonable and ensures financial soundness. No change.
102.	Schedule E of DCA	Waiver of RERA Clause in Concession Agreement. DCA must mention that the Project shall not fall under RERA and hence RERA is exempted.	Please refer response provided for query at s.no 50.
103.	Clause 1.1.4 of RFP & Article 39 of DCA	Replacement of License with Lease — the agreement should grant lease rights instead of License rights, as it would serve a bigger purpose.	No change

S. No.	Clause	Pre-Bid Query	Response/ Clarification
104.	Clause 2.1.17 of RFP	Removal of clause requiring payment of Upfront Premium for all Phase-1 Bus Terminals before participation in Phase-2 by the same Concessionaire.	No change
105.	Article 25 of DCA	Annual License Fee — there should be a clause for One-Time Payment at NPV of 11 years, like it is done in Noida.	No change
106.	Article 25 of DCA	DCA Cl. 25.2.2(b) refers to 'Second Tranche – 20% (thirty five per cent) of the Upfront Premium' — the percentage in words is incorrect. Correct to 'twenty per cent'.	Noted. This is a typographical/drafting error. The correct percentage is 20% (twenty per cent). Rest of the clause remains same.
107.	Article 9 of DCA & Clause 1.2.4 of RFP	Performance Security / Performance Guarantee — Surety Bonds should also be allowed in addition to Bank Guarantee.	No change
108.	Clause 1.1.9 of RFP	Noida Bus Terminal FAR should be 4.00 as it falls under TOD Zone (instead of basic FAR 2.5 specified in the RFP).	No Change
109.	Article 4 of DCA	Substitution Agreement is required only when Senior Lenders are involved. Therefore, condition under Cl. 4.1.3(c) (Substitution Agreement as a CP) should be removed and put under conditional clause.	Substitution Agreement is a standard Lenders' protection mechanism on PPP DBFOT projects and forms part of the standard Conditions Precedent as per Clause 4.1.3 (c) of DCA. Where a Concessionaire elects not to engage Senior Lenders (purely equity-funded), the requirement of Substitution Agreement

S. No.	Clause	Pre-Bid Query	Response/ Clarification
			may be suitably waived by the Authority on a case-to-case basis as per Clause 4.1.3 of DCA (Authority's discretion to waive any CP). The current drafting is retained.
110.	Clause 1.1.3 of RFP and Schedule G of DCA	Project Completion Schedule — 24 months for Bus Terminal Project Facilities is too short. Should be extended to 36 months from Appointed Date.	No change
111.	DCA – New Clause	Basement area is not defined in the DCA. Sublicense agreement should be done in similar manner as for Built-up Area, with Transfer charges. Basements should be allowed for subcontracting/sub-leasing.	The Basement Area, to the extent permissible under building bye-laws and statutory approvals, may be treated at par with the Built-up Area for sub-licensing.
112.	Article 3 of DCA & Clause 1.1.3 of RFP	Concession Period of BTPF (35 years from Appointed Date) is too long. Suggested: 20 years initially, with provision for renewal.	No change
113.	Article 21 of DCA	KPI shortfall penalty should be capped at maximum Rs. 10,000 per month for the period of default (instead of 1% of quarterly revenue per 10% shortfall in any single KPI).	No change
114.	Article 21 of DCA	ISO certification penalty should be capped at Rs. 10,000 per month (instead of 2% of monthly revenue per month of default beyond 3 months).	No change

S. No.	Clause	Pre-Bid Query	Response/ Clarification
115.	Article 14 & 39 of DCA	Replace 'sub-license' with 'sub-lease'. Permit sub-licensing to commence after issuance of Part Completion / Provisional Completion Certificate (instead of after Completion Certificate).	No change
116.	DCA Page-1 (Recital)	Concession Agreement page-1 refers to 'Companies Act, 1956'. Should refer to 'Companies Act, 2013'.	Companies Act 1956 to be read as Companies Act 1956/2013
117.	Article 4 & 10 of DCA and Clause 2.5.1 of RFP	Kindly confirm whether the entire land parcel (8,064 sqm) is free from all encumbrances, litigations and physical obstructions.	Please refer to the response provided for Query at S. No. 25.
118.	General	Why has the Estimated Project Cost increased from Rs. 48 Cr (last year's Bus Station list) to Rs. 122 Cr (this RFP)?	The subject site is being offered for bidding for the first time. The estimated project cost has been assessed based on prevailing market rates/SoR, project requirements and applicable development parameters.
119.	Clause 1.1.13 of RFP and Article 11 & 17 of DCA	Please clarify if there are any existing utilities, structures or underground services at the site that may impact the development.	Please refer to the response provided for Query at S. No. 26.
120.	Clause 1.1.9 of RFP	The RFP mentions 30% ground coverage and 2.5 FAR; kindly confirm whether higher ground coverage and additional FAR are permissible as per applicable bye-laws.	Please refer to the response provided for Query at S. No. 27.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
121.	General	Please confirm whether any future land acquisition or expansion is planned that may affect the project.	Please refer to the response provided for Query at S. No. 28.
122.	Clause 1.1.5 & 1.1.10 of RFP & Schedule C of DCA	The Bus Station plot is in a prime location in Lucknow. The proposed area for commercial development w.r.t. total plot area (8,064 sqm) is very limited (~45%). Kindly clarify whether the developer is free to design the Bus Station, BTPF, BTCA and Commercial Complex over the entire plot area.	The concessionaire has the right to design the premises to suit commercial viability as per relevant clauses of RFP/DCA including clause 1.1.5 of RFP, clause 1.1.10 of RFP & Schedule C of DCA, subject to approval of UPSRTC and map approving authority.
123.	Clause 1.1.9 of RFP & Article 25 of DCA	Kindly clarify whether additional purchasable FAR/TOD FAR is permissible and the applicable cost mechanism. Additional FAR charges should be calculated over and above the base FAR of 2.5. Also clarify whether the charges for additional/purchasable/TOD FAR are payable by UPSRTC or the Concessionaire.	Please refer to the response provided for Query at S. No. 30.
124.	Clause 1.1.10 & 1.1.11 of RFP	Please confirm whether commercial development can be freely designed or if there are restrictions on usage mix (retail, office, hotel & residential / studio apartments etc.).	Please refer to the response provided for Query at S. No. 31.
125.	Clause 1.1.11 & Appendix VIII of RFP	Kindly clarify whether multiplexes and similar commercial activities are permitted without any additional charges or approvals.	Please refer to the response provided for Query at S. No. 32.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
126.	Clause 1.1.6 Table 1 of RFP, Clause 1.1.10 of RFP & Schedule-C of DCA	Kindly confirm whether the indicated areas for the bus terminal, parking/platform are minimum mandatory requirements or merely indicative.	Please refer to the response provided for Query at S. No. 33.
127.	Clause 1.1.10 & 1.2.13 of RFP	Please confirm whether the entire commercial area is fully exploitable by the Concessionaire without restrictions.	Please refer to the response provided for Query at S. No. 34.
128.	Article 5 & 17 of DCA	Kindly clarify whether advertisement rights are exclusively available to the Concessionaire free of cost and whether branding/naming rights are permitted on freeof-cost basis.	Please refer to the response provided for Query at S. No. 35.
129.	Clause 1.2.13 & 1.2.14 of RFP & Schedule-P of DCA	Please confirm whether parking revenue from private vehicles will be retained by the Concessionaire.	Please refer to the response provided for Query at S. No. 36.
130.	Article 39 of DCA	Kindly clarify whether property tax/service charges for the bus terminal commercial area and the commercial area developed by the Concessionaire will be exempt; if not, specify the liability — who will be responsible for payment and to whom.	Please refer to the response provided for Query at S. No. 37.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
131.	Clause 3.8.1 of RFP & Article 25 of DCA	Kindly clarify whether there is any reserve/base price for the upfront premium and the payment schedule (Lump sum or staggered).	Please refer to the response provided for Query at S. No. 38.
132.	Clause 1.2.12 (ii) of RFP & Article 25 of DCA	Please clarify whether the Annual License Fee is fixed or subject to escalation and the basis for revision of circle rate.	Please refer to the response provided for Query at S. No. 39.
133.	Clause 1.1.3 of RFP	Kindly clarify the practical implementation of dual concession periods (35 years for BTPF and 90 years for commercial assets).	Please refer to the response provided for Query at S. No. 40.
134.	Clause 1.1.3 (A) of RFP	Please specify the conditions for granting extension under FRoR.	Please refer to the response provided for Query at S. No. 41.
135.	Schedule E of DCA	Kindly confirm the status of statutory approvals, including land use and zoning. Whether commercial utilization of the plot has already been approved by the local bodies. If yes, kindly provide the land conversion letter from Bus Station to commercial use. Conversion charges to be paid by UPSRTC.	Please refer to the response provided for Query at S. No. 46.
136.	Clause 4.1.3 (d) and Article 6 of DCA	Please confirm whether single-window clearance support will be provided by UPSRTC.	Please refer to the response provided for Query at S. No. 47.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
137.	Article 30 & Schedule-G of DCA	Kindly clarify whether delays in approvals beyond the Concessionaire's control will result in timeline extensions without penalty.	Please refer to the response provided for Query at S. No. 48.
138.	Clause 4.1.3 (d) & Schedule-E of DCA	Kindly confirm whether Environmental Clearance approval is required for this project.	Please refer to the response provided for Query at S. No. 49.
139.	Schedule-E of DCA	Kindly confirm whether RERA registration is required for this project.	Please refer to the response provided for Query at S. No. 50.
140.	Article 11 & Schedule-E of DCA	Kindly clarify who will provide the temporary electricity connection during the construction period. Will there be any load restrictions? Can the Concessionaire utilize UPSRTC's existing connection?	Please refer to the response provided for Query at S. No. 51.
141.	Article 11 & Schedule-E of DCA	Kindly clarify who will provide the permanent electricity connection during the operation period. Will there be any load restrictions? Will UPSRTC arrange the required load for operation of the commercial complex?	Please refer to the response provided for Query at S. No. 52.
142.	General	Kindly confirm whether electricity connection charges will be provided by UPSRTC / electricity distribution companies at subsidized rates.	Please refer to the response provided for Query at S. No. 53.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
143.	Article 11 & Schedule-E of DCA	Kindly clarify who will provide the water connection for both construction and operation phases.	Please refer to the response provided for Query at S. No. 54.
144.	Article 11 & Schedule-E of DCA	Kindly confirm whether any borewell exists at the site and whether the Concessionaire can use it. If additional borewells are required can the Concessionaire develop them with UPSRTC approval?	Please refer to the response provided for Query at S. No. 55.
145.	Article 11 & Schedule-E of DCA	Kindly clarify who will provide sewer connection permission — UPSRTC or the local authority.	Please refer to the response provided for Query at S. No. 56.
146.	Article 4 of DCA	Kindly clarify whether UPSRTC will make alternate / temporary arrangement for shifting the Bus Station / terminal to another location before handing over the site for the commencement of construction of this project.	Please refer to the response provided for Query at S. No. 57.
147.	Schedule-A of DCA	Please clarify whether the existing plantation (green area) in front of the Bus Station plot falls inside or outside the plot. If the green area is outside the plot, UPSRTC should ensure that it is handed over to the Concessionaire for further development / maintenance.	Please refer to the response provided for Query at S. No. 59.

S. No.	Clause	Pre-Bid Query	Response/ Clarification
148.	Article 30 of DCA	Kindly confirm whether extension provisions exist for COD timeline in case of delays due to Force Majeure, regulatory approvals or delays attributable to UPSRTC.	Please refer to the response provided for Query at S. No. 61.
149.	Clause 1.1.14 of RFP	Kindly confirm whether phased development is permitted based on market conditions.	Please refer to the response provided for Query at S. No. 62.
150.	Clause 2.3 of RFP	Kindly confirm whether post-bid changes in consortium structure are permitted.	Please refer to the response provided for Query at S. No. 65.
151.	Clause 1.1.8 of RFP	Kindly clarify the timeline for SPV formation (pre-award or post-award).	Please refer to the response provided for Query at S. No. 66.
152.	General	Name of Site: NOIDA BUS DEPOT Site Area: 31,879 Sq. Meters Area Earmarked for Bus Depot: 22,081 Sq. Meters Area Allowed for Project Development: 9,798 Sq. Meters Our Request for your consideration: 22,000 Square Meters Area should be given for Project Development and rest should be Depot.	No change
153.	Clause 1.1.9 of RFP &	Name of Site: NOIDA BUS DEPOT	No change

S. No.	Clause	Pre-Bid Query	Response/ Clarification
	Schedule-C-Annex-I of DCA	Site Area: 31,879 Sq. Meters Area Earmarked for Bus Depot: 22,081 Sq. Meters Area Allowed for Project Development: 9,798 Sq. Meters Our Request for your consideration: Instead of 30% Ground Coverage, 40% Ground Coverage should be permitted.	
154.	General	Name of Site: MORADABAD BUS DEPOT Site Area: 25,700 Sq. Meters Aea Earmarked for Bus Depot: 20,174 Sq. Meters Area Allowed for Project Development: 5,526 Sq. Meters Our Request for your consideration: 15,700 Square Meters Area should be given for Project Development and rest should be for Depot.	No change
155.	Clause 1.1.9 of RFP & Schedule-C-Annex-I of DCA	Name of Site: MORADABAD BUS DEPOT Site Area: 25,700 Sq. Meters Aea Earmarked for Bus Depot: 20,174 Sq. Meters	No change

S. No.	Clause	Pre-Bid Query	Response/ Clarification
		Area Allowed for Project Development: 5,526 Sq. Meters Our Request for your consideration: Instead of 30% Ground Coverage, 40% Ground Coverage should be permitted.	
156.	Clause 2.2.2 and 2.2.5 (c) of RFP	Lead Member: Financial-Only or Technical Qualification Required? The RFP provides that the combined Financial and Technical Capacity of Consortium members holding $\geq 26\%$ equity each shall satisfy the eligibility conditions. The Lead Member is specifically required to hold $\geq 26\%$ equity till COD 2 and meet financial thresholds. However, it is not clear whether the Lead Member is independently required to satisfy Technical Capacity criteria, or whether Technical Capacity can be contributed entirely by another Consortium member (e.g., the O&M / Technical Member) while the Lead Member qualifies solely on Financial Capacity. Kindly confirm whether the Lead Member is required to independently satisfy Technical	The Lead Member may qualify solely on Financial Capacity; Technical Capacity may be contributed by another Consortium Member holding $\geq 26\%$ equity, as per the RFP. Kindly refer relevant clause 2.2.2 (B) c), 2.2.3, 2.2.5 (c), 2.2.5 (g) (iv) of the RFP

S. No.	Clause	Pre-Bid Query	Response/ Clarification
		Capacity criteria, or whether it may qualify solely on Financial Capacity with Technical Capacity contributed by another Consortium member.	
157.	Article 25 of the DCA	Second Tranche – 20% (thirty five per cent) of the Upfront Premium". The figure in numerals (20%) and the figure in words (thirty five per cent / 35%) are contradictory. The five tranches as currently drafted aggregate to either 100% (if 20% is adopted) or 115% (if 35% is adopted). Kindly confirm the correct percentage for the Second Tranche and issue a corrigendum confirming that the aggregate of all five tranches equals 100% of the Upfront Premium.	Please refer to the response provided for Query at S. No. 106.
158.	Article 25 of DCA	Clause 25.3.1 computes the Annual License Fee at 0.5% of the circle rate of Rs. 1,19,050 per sq. mt. Clause 25.3.2 provides for triennial escalation of 10% over the previously applicable Annual License Fee. It is unclear whether the 10% escalation compounds on the fixed circle rate of Rs. 1,19,050 (frozen as on the Appointed Date) or on the then-prevailing revised government circle rate at the time of each escalation. Kindly confirm the correct base for triennial escalation, as the two interpretations produce	The 10% escalation shall apply on a compounding basis on the circle rate as defined in clause 1.2.12 (ii) of the RFP .

S. No.	Clause	Pre-Bid Query	Response/ Clarification
		materially different fee obligations over the 90-year Concession Period and have a significant bearing on financial modelling.	
159.	Clause 1.2.12 (iii) of RFP	The Selected Bidder shall pay an amount of Rs. 11.7 including taxes to UPSRTC on or before the Effective Date in accordance with the RFP (the "Project Development Fee"). In case of failure to pay the aforesaid amount, the UPSRTC shall have the right to reject the Bid of the Selected Bidder.	This is a typographical/drafting error. To be read as: The selected bidder shall pay an amount of Rs. 11.7 lakh. The rest of the clause remains same.



Uttar Pradesh State Road Transport Corporation

Development of 49 Bus Terminals on PPP model (DBFOT Mode)

Corrigendum 2

Date: 03-May-2026

The Authority, in reference to the bid documents issued on 12 April 2026, has modified the bid documents with following points as below:

S. No.	Clause	Existing Clause	Amended Clause
1	General	Concession Agreement page-1 refers to 'Companies Act, 1956'.	Companies Act 1956 to be read as Companies Act 1956/2013
2	DCA Cl. 25.2.2 (Upfront Premium)	DCA Cl. 25.2.2(b) refers to 'Second Tranche – 20% (thirty five per cent) of the Upfront Premium' — the percentage in words is incorrect. Correct to 'twenty per cent'.	This is a typographical/drafting error. The correct percentage is 20% (twenty per cent). The rest of the clause remains same.

2. All other terms and conditions of the Bid Documents shall remain unchanged.

Issued by

Uttar Pradesh State Road Transport Corporation