Corrigendum for "Procurement, Supply, Operation and Maintenance of 1000 Air Conditioned 12Metre Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure under Gross Cost Contract –

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<tr><th>S. No.</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as Per RFP/ DCA</th><th>Amended Clause</th></tr>
<tr><td>1.</td><td>Section 1 of RFP</td><td>10</td><td>1.2 Scope of Bid</td><td>1.2.6 A Concession Agreement as per the format provided in Volume II ("Concession Agreement") shall be signed in terms of either Clause 2.1.18 or Clause 2.1.19. The period of Concession Agreement and assured kms per bus per day for the e-buses is as follows:
<table><tr><th>Bus Type</th><th>Number of buses</th><th>Assured Kilometres per e-bus per month</th><th>Concession Period</th></tr><tr><td>12 metre AC Low Floor (400mm) Electric Bus</td><td>1,000</td><td>6,500</td><td>12 years</td></tr></table></td><td>Clause 1.2.6 of RFP is modified as follows:

1.2.6 A Concession Agreement as per the format provided in Volume II ("Concession Agreement") shall be signed in terms of either Clause 2.1.18 or Clause 2.1.19. The period of Concession Agreement and assured kms per bus per month ~~day~~ for the e-buses is as follows:
<table><tr><th>Bus Type</th><th>Number of buses</th><th>Assured Kilometres per e-bus per month</th><th>Concession Period</th></tr><tr><td>12 metre AC Low Floor (400mm) Electric Bus</td><td>1,000</td><td>~~6,500~~ 6,000</td><td>12 years</td></tr></table></td></tr>
<tr><td>2.</td><td>Section 1 of RFP</td><td>19</td><td>2.2.3</td><td>b. A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ Abroad[2]:

[2] In case of experience outside India, relevant experience certificates shall be translated in English and apostilled by the concerned authorities of Indian Embassy of the respective country.</td><td>Clause 2.2.3 (b) of RFP is modified as follows:

b. A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India~~/ Abroad~~[2]:

~~[2] In case of experience outside India, relevant experience certificates shall be translated in English and apostilled by~~</td></tr>
</table>

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					~~the concerned authorities of Indian Embassy of the respective country.~~
3.	Section 1 of RFP	19	2.2.3	New Point no. 2.2.3 (f) to be added	f. The bidder' must have an available 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.	Section 1 of RFP	22	2.2.14 (iii)	New Point no. 2.2.14 –(iii): f. to be added	f. **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 APPENDIX 18 of the tender document and this certificate to be issued by CA with UDIN No. ***Annexure 1 of this corrigendum shall form Appendix 18 of the RFP Volume 1***
5.	Article 17 of DCA	73	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	Clause 17.3.3 of Article 17 of DCA has been modified as follows: 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

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				costs and expenses incurred by the Operator as a result less any amount recovered from the Insurance Cover maintained by the Operator.	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. However, any such payments by the Authority shall be based on investigation, verification and approval by the Authority's Depot Manager based on the appropriate evidences/ proof submitted by the Operator
6.	Article 17 of DCA	77	17.12	(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;	Clause 17.12 (e) of Article 17 of DCA has been modified as follows: (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~~ 14.4.4 and that such accidents were not caused due to reasons attributable to the Operator;
7.	Article 22 of DCA	96	22.3.1	**22.3 Assured Kilometres** 22.3.1 The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each month, commencing from the end of the First month of the Contract Year will be no less than 6500 (the	Clause 22.3.1 of Article 23 of DCA is modified as follows: **22.3 Assured Kilometres** 22.3.1 The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each month, commencing from

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				"Monthly Assured Bus Kilometers" for respective Lot).	the end of the First month of the Contract Year will be no less than ~~6,500~~ 6,000 (the "Monthly Assured Bus Kilometers" for respective Lot).
8.	Article 27 of DCA	106	27.1.5	Throughout the Concession Period, the Authority has agreed to deposit in the Escrow Account all the Project Revenues and other receivables as per Clause 27.2.1 and maintain the Minimum Escrow Balance. The Authority for this purpose shall take grants/contributions/financial support from Government of Tamil Nadu ("GoTN"). It is clarified that the non-receipt of grants/contributions/financial support from GoTN shall not absolve the Authority from its obligation to maintain the Minimum Escrow Balance in. Failure of the Authority to comply with this Clause 27.1.6 shall result in the Authority Event of Default.	Clause 27.1.5 of Article 27 of DCA has been modified as follows: Throughout the Concession Period, the Authority has agreed to deposit in the Escrow Account all the Project Revenues and other receivables as per Clause 27.2.1 and maintain the Minimum Escrow Balance. The Authority for this purpose shall take grants/contributions/financial support from Government of Tamil Nadu ("GoTN"). It is clarified that the non-receipt of grants/contributions/financial support from GoTN shall not absolve the Authority from its obligation to maintain the Minimum Escrow Balance in. Failure of the Authority to comply with this Clause ~~27.1.6~~ 27.1.5 shall result in the Authority Event of Default. 27.2 Deposit in Escrow Account.
9.	Schedule-P of DCA	219	Pt. No. 3	**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	Pt. No. 4 of Schedule-P of DCA is modified as follows: **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

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				specified in Annexure 3 of Schedule AA (Technical specifications).	the communication guidelines specified in Annexure 2 ~~3~~ of Schedule AA (Technical specifications).
10.	Schedule-AA of DCA	264	S. No. 24.4	All lights including interiors should be LED Type Head Lights – As per CMVR.	S. No. 24.4 of Schedule-AA of DCA is modified as follows: • All lights including interiors should be LED Type • Head Lights – As per CMVR
11.	Schedule-AA of DCA	267	S. No. 25	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 at 'A' pillar 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.	S. No. 25 (vii) of Schedule-AA of DCA has been modified as follows: 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 at 'A' pillar~~ 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.
12.	Schedule-AA of DCA	271	12	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.	Clause 12 of Schedule-AA of DCA is modified as follows: 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~~ prior to the delivery of first Lot Vehicle.

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13.	Schedule-AA of DCA	276	-	**Guidelines for Communication between ITS Equipment and ITMS Backend**	This clause of Schedule-AA of DCA is modified as follows: **Annexure-2: Guidelines for Communication between ITS Equipment and ITMS Backend**
14.	Schedule-AB of DCA	286	1.1	All activities associated with the Operation & Maintenance of Buses are proposed to be undertaken in the Maintenance Depots. For proposed modifications and related activities, the need for CTE "Consent to Establish" (if applicable) and CTO "Consent to Operate" renewal shall be obtained from Tamil Nadu Pollution Control Board (TNPCB) along with other licenses and permits by Authority/ Operator.	Clause 1.1 of Schedule-AB of DCA is modified as follows: All activities associated with the Operation & Maintenance of Buses are proposed to be undertaken in the Maintenance Depots. For proposed modifications and related activities, the need for CTE "Consent to Establish" (if applicable) and CTO "Consent to Operate" renewal shall be obtained from Tamil Nadu Pollution Control Board (TNPCB) along with other licenses and permits by ~~Authority/~~ the Operator and will be facilitated by the Authority.

ANNEXURE – 1

(To be submitted by OEM on their letter head)

To

The Managing Director,
Metropolitan Transport Corporation (Chennai) Ltd, Pallavan Illam, Anna Salai,
Chennai – 600 002

Dear Sir,

Subject Procurement, Supply, Operation and Maintenance of 1,000 AC Low floor 12-meter E-Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting.

Bidder to use his own format for Certificate Regarding Available 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.* Commitment also includes the quantity for which bidder has emerged as L1 bidder as on the date of bid submission.

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1.	RFP	4	5 Data Sheet	INR 5,00,00,000/- (Rupees Five Crore Only) [INR 50,000/- (Rupees Fifty Thousand Only) Per Bus] to be submitted through the Tamil Nadu Government e-Procurement portal (TNTENDER) in the form of Electronic Bank Guarantee (e-BG).	We also request Authority to kindly accept the EMD in the form of Insurance Surety Bond as well, which is already allowed as per GFR 2017 and followed by the CESL's central tenders as mention above.	RFP conditions shall prevail
2.	RFP	20	2.2.3	2.2.3 Technical Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following:	We request authority to allow Operating subsidiary of OEM using technical and financial capacity of the Parent/Associates as single bidder to participate in the tender. Further we request authority to kindly allow the technical and financial criteria can be fulfilled by using credentials of more than one associate. Anyone of the associate shall be OEM of Electric Buses.	RFP conditions shall prevail
3.	DCA	160	Definitions Article-43	"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	"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	RFP conditions shall prevail

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				Depots or Buses, as the case may be, where applicable herein;	Depots or Buses, as the case may be, where applicable herein;	
4.	DCA	95	Payment Terms Article 22.2.3 & 22.2.4	22.2.3 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. 22.2.4 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 amount specified in the Invoice, with the remaining 10% to be released by the 7th (seventh) day of the next month or advise any changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues) if not factored by the Operator in the said invoice.	We request to raise the invoicing on Fortnightly basis and payment terms as below: 1.90% amount within 7 days from the Invoice data and 2.Balance 10% to be released by after 14 days from Invoice submission date	RFP conditions shall prevail
5.	DCA	39	9.3.1	The Performance Security shall remain in force and effect during the Concession Period, with an initial	The Performance Security shall remain in force and effect during the Concession Period, with an initial	RFP conditions shall prevail

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				validity period of 3 years and extended upto the completion of concession period.	validity period of ~~3~~ 1 (One) years and extended upto the completion of concession period.	
6.	DCA	124	32.3.3	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	We request to pay interest @18% for delay in payment	RFP conditions shall prevail
7.	DCA	30	2.22.5	Save and except as provided in Clauses 1.3.2, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.	Save and except as provided in Clauses 1.3.2, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within ~~180 (one hundred and eighty)~~ 15 (Fifteen) days from the Bid Due Date.	RFP conditions shall prevail
8.	DCA	93	22.1.2	AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometers) + (PK Fee AC Bus * 75% * (Monthly Assured Kilometers – actual Bus Kilometers))	AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometers) + (PK Fee AC Bus * ~~75%~~ 90%* (Monthly Assured Kilometers – actual Bus Kilometers))	RFP conditions shall prevail
9.	DCA	98	22.6.1	Government of Tamil Nadu vide Government Order has set up a revolving fund for the purpose of replenishing any deficit that may arise in maintaining (3) three months' balance of funds in a revolving fund account ("Designated Account").	1. Requesting to provide the notification issued by Govt. of Tamil Nadu setting up a revolving fund for the purpose of replenishing any deficit that may arise in maintaining (3) three months	RFP conditions shall prevail **Clarification:** The G.O. will be shared with the successful bidder before signing of Concession Agreement (CA)

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						and will be part of the CA.
10.	DCA	204	Schedule-M Escrow Agreement	3 Deposit into Escrow Account 3.1 Deposit by the Authority	Shall be aligned with Article 27.2 of the Concession agreement	RFP conditions shall prevail
11.	DCA	96	Revision of fees 22.4.1	PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth - MWBase)/ MWBase x 0.25)	PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.25) + (PK Fee x (MWMonth - MWBase)/ MWBase x 0.25)	RFP conditions shall prevail
12.	DCA	254	Schedule-Z Comprehensive Maintenance Agreement	For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 25% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	RFP conditions shall prevail
13.	DCA	3	13.6.2-Penalty for delay in delivery of Proto	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	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	RFP conditions shall prevail

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				is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.	is delayed; provided that such Damages shall not exceed 5% (Five per cent) of the Performance Security.	
14.	DCA	70	16.7.5-Advertisement	The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at 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.	RFP conditions shall prevail
15.	DCA	184	Schedule-D Performance Security	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	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	RFP conditions shall prevail

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				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.	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~~.	
16.	DCA	184 &185	Schedule-D Performance Security	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.	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.	RFP conditions shall prevail
17.		20	5.1.7	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 100 (one hundred) Buses	We request that instead of mandating 1 Break Van per 100 buses, the requirement may be revised to 1 Service/Breakdown Van per Depot;	RFP conditions shall prevail

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				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	and if two depots operated by the same operator are located within a 30 km radius, then one Service Van may be permitted for both depots, along with an optional 24×7 on-call towing tie-up facility, as this arrangement is sufficient to ensure timely breakdown response for all buses deployed at the respective depots.	
18.		28	5.5.10	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. The operator to ensure culturally appropriate uniform is provided to women staff.	We suggest to the Authority that the Operator be allowed to set uniform standards as per its company policy and guidelines, or mutually decide with the Authority. This ensures operational flexibility while maintaining standardization.	RFP conditions shall prevail
19.		35	6.1.3	The following minimum depot infrastructure shall be provided by Authority:	Clause 6.1.3 mentions that the Authority will provide minimum depot infrastructure in the form of spaces / shed / rooms. We request the Authority to clarify depot-wise whether these will be fully constructed buildings, covered sheds, or only open spaces, and to share the complete Schedule-L infrastructure list, as this is essential for O&M planning.	RFP conditions shall prevail

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20.		73	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.	In urban areas, the one-hour tow-away requirement may be impractical due to traffic congestion and road conditions. We request the Authority to consider a tow-away time of 2 to 4 hours. Additionally, we suggest that no penalties be imposed if the tow does not occur within 4 hours.	RFP conditions shall prevail
21.		85	19.1.1	During the Concession 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	We request the Authority to kindly streamline this clause by limiting the monthly reporting requirement to KPI-based performance parameters only, since this is a Gross Cost Contract and the detailed internal maintenance activities of the buses	RFP conditions shall prevail

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				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	are fully under the Operator's responsibility and do not affect the SLA-based service delivery outcomes	
22.		90	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.	We suggest reconsidering the mandatory refurbishment of buses after 6 years. Instead, refurbishment should be based on the bus condition and recommendations from the Service Provider and OEM after the 6th/7th year, ensuring operational efficiency and roadworthiness without unnecessary refurbishments.	RFP conditions shall prevail
23.		93	20.1	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%	Please cap all the individual KPI penalties to 0.05% which is same as incentive. Since the operation penalties are too high in this regard we request, 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	RFP conditions shall prevail

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				of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions as set out in clause 20.7 in any month shall be additionally capped at 5% of the Monthly Fees for that month	a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any quarter in accordance with this Article 20 & Damages payable by the Operator as a result of any Operational Infractions in any month including Key Performance indicators shall be capped at 3% of the aggregate Monthly Fees payable in such quarter. Incentive and penalty should commensurate.	
24.		179		Annex - I Site of the Depot The details of the depots are provided in the table below: 7 depots listed in Annex-1	We request the Authority to confirm that the 7 depots listed in Annex-1 will be allocated on an exclusive-operator basis and not shared between different bidders in case of an L1–L2 split, as exclusive depot allocation ensures clear operational control, avoids interface risks, and supports efficient maintenance for the deployed buses.	RFP conditions shall prevail **Clarification:** Each depot will be allocated to a single Operator only.
25.		258	2.1	Amount of consideration For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the	We request the Authority to kindly allow the AMC rate to be based on the OEM's actual technical and cost assessment instead of a predefined fixed 5% of the PK Fee, so that the mechanism remains practical and balanced for both parties. AND As part of BOQ, Comprehensive Maintenance Contract rates should also be asked in BOQ and accordingly	RFP conditions shall prevail

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				purpose of calculating the Monthly AMC 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%.	rates shall be determined in case of termination from the OEM.	
26.		275	10	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.	We recommend that warranty for the battery, electric motor, and controller are as per the OEM standard & norms.	RFP conditions shall prevail
27.		10	1.2.7	The Authority (MTC) reserves the right to increase the total number of e-buses to be deployed as per this RFP by upto 25%.	We request Authority to issue LoA of additional quantity within 1 year of signing of concession agreement & proportionately additional delivery period should be provided for supply of buses.	RFP conditions shall prevail
28.		10	1.2.6	Assured Kilometres per e-bus per month: 6,500 km	Kindly clarify whether dead kilometres (depot to route and return) will be counted towards the assured kilometres.	RFP conditions shall prevail For clarification, please refer Clause 22.1.3 of DCA

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29.		10	1.2.6	Assured kilometres defined per bus per month.	Kindly clarify the treatment of kilometre shortfall if deployment plan or routes provided by the Authority result in lower operational kilometres.	RFP conditions shall prevail For clarification, please refer Clause 22.1.2 of DCA
30.		10	1.2.7	Authority may increase fleet size up to 25%.	Kindly clarify whether additional buses will be deployed at existing depots or additional depot infrastructure will be provided.	RFP conditions shall prevail
31.		16	5.1.4	The Operator shall be responsible for development and installation of charging infrastructure at the Maintenance Depot(s)	Kindly clarify whether charging schedules and operational dispatch plans will be finalised jointly with the Authority.	RFP conditions shall prevail For clarification, please refer clause 16.4 and 16.5
32.		65	Article 16	The Operator shall operate the Buses in accordance with the Deployment Plan provided by the Authority	Kindly clarify whether operator inputs will be considered while finalising route schedules, turnaround time and layover time.	RFP conditions shall prevail For clarification, please refer clause 16.4 and 16.5
33.		65	Article 16	The Authority may revise or modify the Deployment Plan from time to time	Kindly clarify whether any major change in route length or schedule will be mutually agreed prior to implementation.	RFP conditions shall prevail For clarification, please refer clause 16.4 and 16.5
34.		74	Article 20	Performance standards including punctuality and frequency shall be monitored as per the Key Performance Indicators (KPIs)	Kindly clarify whether delays due to traffic congestion, road diversions or local authority instructions will be excluded from punctuality calculations.	RFP conditions shall prevail **Clarification:** Such incidents shall be verified

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						based on ITMS/ ITS data and any other evidence/ proof submitted by the Operator. The Authority shall take appropriate decisions on case-to-case basis.
35.		74	Article 20	Frequency performance shall be evaluated based on completed trips/kilometre	Kindly clarify whether trip cancellations due to grid failure, charger malfunction or depot power outage will be excluded from frequency calculations.	RFP conditions shall prevail
36.		74	Article 20	Safety performance shall be evaluated based on accident frequency	Kindly clarify whether accidents caused due to third-party vehicles or external factors beyond operator control will be excluded from safety KPI penalties.	RFP conditions shall prevail
37.		65	Article 16	Bus operations shall be carried out on routes assigned by the Authority.	Kindly clarify whether route diversions instructed by traffic police or local authorities will be considered valid trips for KPI evaluation.	RFP conditions shall prevail **Clarification:** Such incidents shall be verified based on ITMS/ ITS data and any other evidence/ proof submitted by the Operator. The Authority shall take appropriate

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						decisions on case-to-case basis.
38.	Volume-II	223	Schedule-P 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 Schedule AA (Technical specifications)	Requesting Authority to provide Annexure 3 in Schedule AA (Technical Specifications) as Annexure 3 is missing in Schedule-AA.	Please refer Corrigendum-I
39.	Volume-II	224	Schedule-P Annex – 1(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.	OEM will follow standards as per Schedule-AA Clause 25(ITS enabled Bus) mentioned in RFP.	RFP conditions shall prevail
40.	Volume-II	220	Schedule-P Annex – 1(i)	CCTV with MDVR	Requesting Authority to amend this clause as: CCTV with MNVR (Reference Clause 25.i.5 of Schedule-AA Volume-II).	RFP conditions shall prevail
41.	Volume-II	221	Schedule-P Annex – 1(ix)	Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.	1. Requesting the Authority to consider the backend server availability in Authority's scope. 2. Requesting Authority to share the backend server configuration. 3. Integration support will be provided by bidder	RFP conditions shall prevail

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42.	Volume-II	272	Note : 16	Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified 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 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 Concession 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 Concession Period.	Requesting the Authority to consider the backend server availability & integration of NCMC based ticked Validator in Authority's scope.	RFP conditions shall prevail Schedule AA: Technical Specifications Pt. no. 16 is self-explanatory.
43.	Volume-II	275	Schedule-AA	Technical Specifications – Specifications and Integration :	1. Requesting Authority to consider these parameters	RFP conditions shall prevail

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			Annexure 1 B.Camera Based Passenger Counter Specification & Functionality	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 15. Internal Slot for putting the mobile SIM card.	under MNVR as APC has its control and storage unit as MNVR. 2. Requesting Authority to amend USB as: 2 ports	
44.	Volume-II	280	Schedule-AA C.Vehicle CAN Packet	Description: The CAN packet is used to send CAN information of Vehicle to Server on TCP/IP protocol as defined in BIS 16833.	1. Requesting Authority to omit standard IS 16833, as this standard does not state about CAN packet.	RFP conditions shall prevail
45.	Volume-II	282	Schedule-AA Passenger Count Packet	Description: This messages sends Passenger Count Information of the Vehicle to the Server	Requesting Authority to omit the clause as this requirement is over & above the standard requirements of IS 16833 & IS 16490 & AIS 140	RFP conditions shall prevail
46.	Volume-II	283	Schedule-AA Trip Start Packet	Description: The route start packet send route start information of Vehicle to Server on TCP/IP protocol		RFP conditions shall prevail
47.	Volume-II	283	Schedule-AA Trip End Packet	Description: The Route end Packet send Route end information of Vehicle to Server through TCP/IP communication protocol.		RFP conditions shall prevail

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48.		260	15	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	Requesting the Authority to provide an opportunity charge of up to 60 minutes.	RFP conditions shall prevail
49.		271	Note 10	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 the Authority that we will provide: ➢ Battery warranty is 5 years or 3.5 Lakh kms whichever is earlier. ➢ Electric motor and controller warranty is 3 years or 2.1 Lakh kms whichever is earlier.	RFP conditions shall prevail

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50.		271	Note 11	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 the Authority to allow satisfactory operation safety in extreme temperatures ranging from 0 to **55°C**.	RFP conditions shall prevail
51.		17	2.2.1	An entity incorporated outside India under equivalent law;	"We request the Authority to consider a company incorporated outside India is required to have a manufacturing facility within India to be eligible for participation in this tender."	RFP conditions shall prevail
52.		19	2.2.4	a) The average annual turnover of the Bidder in the last 3 consecutive financial years immediately preceding the Bid Due Date or the Total Fund Available for Project in the financial year immediately preceding the Bid Due Date.	We request the Authority to kindly consider the following: 1. Financial Qualification: We request the Authority to consider the financial qualification based on the audited financial years FY 2022–23, FY 2023–24, and FY 2024–25. Since the latest financial may not be audited at the time of submission of bid.	RFP conditions shall prevail
53.		52	Appendix 6 point 11	11. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.	We request the Authority to amend this clause as follows: In the event of operator termination, the OEM shall be liable only for providing annual maintenance services until the end of the contract period at the defined rate as per concession agreement	RFP conditions shall prevail

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					along with its subsequent escalations. The OEM shall not be held liable for bus operations, as a new operator may be appointed to take over the operational responsibilities.	
54.			Appendix 14 & Appendix 15	Certificate Regarding Declaration of Local Content and INDIGENIZATION	"We request the Authority to delete this clause, as it is applicable only to subsidy-based tenders such as CESL (Convergence Energy Services Limited) tenders and is not relevant to the current procurement.	RFP conditions shall prevail
55.	DCA		Schedule AA 24.4	All lights including interiors should be LED Type Head Lights – As per CMVR.	All lights including interiors should be LED Type and Head Lights – As per CMVR.	Please refer Corrigendum-I.
56.	DCA		Schedule AA Note 10	Bus manufacturer needs to provide lifetime warranty for the battery.	We request the Authority to amend this clause, as the battery warranty for the buses is limited to 5 years and the Operator will be providing Annual Maintenance Contract (AMC) services for the entire contract duration, the lifetime warranty requirement for the battery shall only for guideline.	RFP conditions shall prevail
57.	DCA		Schedule AA Note 12	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.	We request authority that we submit CMVR Type approval certificate at the time of delivery of vehicle as per the appendix 13- SELF-DECLARATION FOR TESTING CERTIFICATE.	Please refer to Corrigendum-I
58.		197	SCHEDULE -L: MAINTENANCE DEPOTS	6 . Paint booth 10. Hydraulic press	We request the Authority to retain this equipment as an optional requirement, to be provided wherever necessary.	RFP conditions shall prevail

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			EQUIPMENT			
59.	RFP	10	1.2.6	Assured Kilometres per e-bus per month: 6500 kms	Assured Kilometres per bus per day: ~~6500~~ 7500 kms	RFP conditions shall prevail
60.	RFP	19	2.2.3	Technical capacity d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	Technical Capacity: d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a ~~similar~~ offered model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	RFP conditions shall prevail
61.	RFP	19	2.2.3 (e)	e. In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.	~~In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.~~ Bidder having Type approval certificate having relevant experience shall be considered.	RFP conditions shall prevail
62.	RFP	21	2.2.11	2.2.11 The Bidder may demonstrate the threshold financial capacity either under Alternative 1 or under Alternative 2 as per Clause 2.2.10 above. For avoidance of doubt, Alternative 2 is applicable for Bidders bidding as a Consortium and the TFAP	Kindly allow OEMs to participate along with their associates or with the operator under consortium bidding through Alternative-1 (Average Annual Turnover) option as well.	RFP conditions shall prevail

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				requirement is met by VCF as a member of the Consortium		
63.	RFP	31	2.23.1	Performance Security: The amount of the Performance Security to be furnished shall be Rs. 2.75 Lakh (Rupees Two Lakhs seventy five thousand only) per Bus	Performance Security: The amount of the Performance Security to be furnished shall be ~~Rs. 2.7 Lakh (Rupees Two Lakhs seventy five thousand only)~~ Rs. 50,000 per Bus with an initial validity of 5 years and same shall be extended before its expiry and shall be maintained valid throughout contract period Request to consider reduction on performance security @8.33 per annum.	RFP conditions shall prevail
64.	DCA	101	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~~	RFP conditions shall prevail
65.	DCA	101	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.	RFP conditions shall prevail

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66.	DCA	82	19.5.2	Failure to complete remedial measures: INR 2500 per bus times the number of buses allocated to the specific depot.	Failure to complete remedial measures INR ~~2500~~ 1000 per bus times the number of buses allocated to the specific depot.	RFP conditions shall prevail
67.	DCA	147	41.2.3	Redressal of complaints The Operator shall pay Damages equal to INR 2,500 per bus for each day	Redressal of complaints The operator shall pay damages equal to INR ~~2500~~ 1000 per Bus for each week.	RFP conditions shall prevail
68.	DCA	74	17.5.1	Damages for breach of Maintenance Obligations 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 (Rupees Twenty Five Hundred) 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.	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 (Rupees Twenty Five Hundred) 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~~.	RFP conditions shall prevail
69.	DCA	15	5.1.5	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	Power supply at 415 V only up to ~~**pillar of LT distribution transformer(s)**~~ Metering Room inside Depot premises shall be made available by the Authority ("Point of	RFP conditions shall prevail

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				the chargers will fall under the scope of Operator.	Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator.	
70.	DCA	118	31.2.1	ARTICLE-31: SUSPENSION OF OPERATOR'S RIGHTS: 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.	Kindly delete this clause because achieving Financial Closure is difficult	RFP conditions shall prevail
71.	DCA	56	13.9.1 and 13.9.2	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 60 (sixty) days from the scheduled date of procurement of such Bus as	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~~ 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 by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as	RFP conditions shall prevail

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				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.	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)~~ 3% of the Performance Security, ~~notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default~~.	
72.	DCA	92	21.1.1	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 days from the date of this Agreement	The Operator hereby agrees and undertakes that it shall achieve Financial Close within **~~90~~ 180 days** from the date of this Agreement	RFP conditions shall prevail
73.	DCA	16	5.1.8	Article 5 Obligations of the Operator 5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure ~~100%~~ 95% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	RFP conditions shall prevail
74.	DCA	89	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	Request to consider total penalty capping for KPI's, Infractions and for any other penalties to be levied on Operator as a maximum of 5%	RFP conditions shall prevail

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				any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.		
75.	DCA	93	22.1.2 (a)	a) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres))	b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * ~~75%~~ 100%* (Monthly Assured Kilometres – actual Bus Kilometres))	RFP conditions shall prevail
76.	DCA	93	22.1.2 (c)	c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Non-AC Bus Fee= (PK Fee Non-AC Bus * Monthly Assured Kilometers) + (PK Fee Non-AC Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * ~~50~~ 75%* (actual Bus Kilometers - Monthly Assured Kilometers))	RFP conditions shall prevail
77.	DCA	96	Revision of Fee 22.4.1	The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus 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	~~The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus 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~~	RFP conditions shall prevail

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				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)	~~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)~~ Revision of Fee shall be 2% from 2nd year onwards.	
78.	DCA	182	Schedule – C: I.2	2. 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.	The scope of construction permissions from state or local authorities will be in authority scope.	RFP conditions shall prevail

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79.	DCA	12	4.1.3	d) 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;		RFP conditions shall prevail
80.	DCA	259	Technical Specifications S.No. 5.5 (h)	5.5 h) 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	3.5 h) Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC switched ON condition ~~(Annual Average):~~ For 12M AC: AIS 039 is done with AC in switched off condition	RFP conditions shall prevail

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81.	DCA	260	Technical Specifications S.No. 15	The minimum range on single charge: 200 kms (at 80% SoC) for 12 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. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	The minimum range on single charge: ~~200 kms~~ 275 kms (at 80% SoC) for 12 m bus, duly certified as per ~~AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate~~ real time on road conditions at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to ~~45~~ 60 minutes (depot-in, depot-out basis or at any terminal).	RFP conditions shall prevail
82.			New clause to be added		Field Trails: Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept with the offered model as per the routes desired by MTC for a minimum period of 2 days as per following conditions: ➢Range in Single charge shall be 275 Kms @ 80% SOC for 12m LF AC Electric Bus. ➢Load shall be as per GVW considering Actual passengers load. ➢Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at	RFP conditions shall prevail/ The proposed clause is not considered.

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					the desired Passenger Stop for at least 01 Minute.	
83.	DCA	260	Technical Specifications S.No. 15.3 (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 as per OEM Design	RFP conditions shall prevail
84.	DCA	262	Technical Specifications S.No. 18.3 (A&B)	Roof and side Battery Pack compartment: FR Grade material glass wool, PU foam or thermocol: As per AIS:052.	Request to consider as per AIS 052	RFP conditions shall prevail
85.	DCA	265	Technical Specifications S.No. 25	VLTD and Panic Button (WITH CAN): Panic button for Each row of the seat (As per AIS:140 Specifications)	VLTD and Panic Button (WITH CAN): Panic button ~~for Each row of the seat~~ at every 2 meter (As per AIS:140 Specifications)	RFP conditions shall prevail
86.	DCA	231	Technical Specifications S.No. 25	ITS enabled bus: 8. Voltage (pack and cell level) 9. Current (pack and cell level) 11. Charger Current 12. Charger Voltage 16. BMS error/charging fault	8.Total Voltage (pack and cell level) 9.Total Current (pack and cell level) 11.~~Charger Current~~ 12.~~Charger Voltage~~ 16.~~BMS error/charging fault~~	RFP conditions shall prevail
87.	DCA	267	Technical Specifications S.No. 25	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 at 'A' pillar facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one	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 at 'A' pillar~~ facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one	Please refer Corrigendum-I.

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				above driver door from inside facing towards the passenger & fourth one in 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. 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.	above driver door from inside facing towards the passenger & fourth one in 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. 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.	
88.	DCA	258	Technical Specifications 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	RFP conditions shall prevail
89.	DCA	13	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	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	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of 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.	cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of ~~**20% (twenty percent)**~~ **3%** of 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.	
90.	DCA	81	19.7	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	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	RFP conditions shall prevail

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				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.	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.**~~	
91.	DCA	83	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.	The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about ~~15~~ 5 minutes before the scheduled turn out operation on all days.	RFP conditions shall prevail
92.	DCA	48	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	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~~ each week of delay until	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	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.	
93.	RFP	16	2.1.18	In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful 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 Successful Bidder, without any intermediaries involved.	In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it ~~has the option of~~ it shall form SPV for executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful 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 Successful Bidder, without any intermediaries involved.	RFP conditions shall prevail
94.	DCA	37	9.2.2	Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within	Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within	RFP conditions shall prevail

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				15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, 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.	~~15 (fifteen)~~ 45 days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, 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.	
95.	RFP	57	Appendix - 7	Appendix 7 - Format for Letter of Undertaking [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]	Request to kindly exempt Parent/Associate company of OEM from submitting the Board Resolution with the bid.	RFP conditions shall prevail
96.	RFP	19	Section No. 2 2.2.3 (A)	A Bidder / member of Consortium shall have manufactured and supplied to ~~Urban Public Transport entities in India/ Abroad2~~: i. manufactured and supplied at least ~~100~~ electric buses in at least 1(one) of the last 5 (five) financial years prior	Inline with the latest CESL tender document for 6,230 buses, dated 9th Jan 2026 – The bidder should have manufactured and supplied at least 25 electric buses in at least one of the	Please refer Corrigendum-I.

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				to the Bid Due Date; or ii. Manufactured and supplied an aggregate of at least ~~300~~ (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date; c. A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses	five financial years or in the current financial year.	
97.	RFP	26 and 76	Section No. 2 and Section 6 2.11.1 part 1 (xiii) and Appendix 14	Certificate Regarding Declaration of Indigenization Requirement as per the format at Appendix 14 "This is to certify that products and services offered for the Project (RFQP Ref.) by M/s. (name of OEM), are in compliance with the following requirement of the subject notification and details mentioned below: Phased Manufacturing Program (PMP) guidelines issued by Ministry of Heavy Industries (MHI) notified on 1st October 2021; F.No. 7(06)/2019NAB-II(Auto) (20307) or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (eBuses) as applicable on the date ~~of delivery of buses~~. Final certificates complying above, as applicable, shall be submitted ~~at the time of delivery of buses~~"	Certificate Regarding Declaration of Indigenization Requirement as per the format at Appendix 14 "This is to certify that products and services offered for the Project (RFQP Ref.) by M/s. (name of OEM), are in compliance with the following requirement of the subject notification and details mentioned below: Phased Manufacturing Program (PMP) guidelines issued by Ministry of Heavy Industries (MHI) notified on 1st October 2021; F.No. 7(06)/2019-NAB-II(Auto) (20307) 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 the date of bid due date**. Final certificates complying above, as applicable, shall be submitted **at the time of bidding**.	RFP conditions shall prevail

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98.	DCA	98	Section No. 4 22.5	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 should have flexibility to obtain electricity from Renewable sources under the provisions of Electricity Act and Authority should provide requisite approvals for the same. Any saving arising out of the difference between prevailing grid electricity charges and direct procurement of renewable energy shall be shared equally (50:50) between the STU and the bidder on an annual basis.	RFP conditions shall prevail
99.	DCA	70 and 71	Article 16 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.	Requesting to avoid any advertisement or poster affixing on the bus body as it impacts the aesthetic, quality and exterior of the bus with a smart city urbanisation.	RFP conditions shall prevail
100.	RFP	15	Section No. 2 2.1.12 (h) (iv)	commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the commercial operation date of the Project till the expiry of the Concession Agreement hold minimum 26% subscribed and paid-up equity share capital in the SPV and include a statement to the effect that all members of the Consortium , shall be liable jointly	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 for at least two years from COD (as defined in the Agreement).	RFP conditions shall prevail

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				and severally for all obligations of the Operator in relation to the Project, in accordance with the Concession Agreement;		
101.	DCA	106	Article 27 27.1	Absence of PSM (Payment security Mechanism)	Request inclusion of Payment Security Mechanism (PSM) under Section 27 (Escrow Account). PSM will clearly define authorities' payment assurance process, ensure timely monthly Fee payout, align the tender with national e-bus programme standards	RFP conditions shall prevail Please refer Clause 22.6 under Article 22 of DCA.
102.	DCA	106	Article 27 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 3 (three) months' estimated Fees payable to the Operator ("Minimum Escrow Balance") and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds The Authority undertakes to maintain the Minimum Escrow Balance throughout the concession period. It is clarified that a ~~COD shall not be achieved under this Agreement till the time~~ the Minimum Escrow Balance ~~is deposited~~ in the 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 3 (three) months' estimated Fees payable to the Operator ("Minimum Escrow Balance") and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds The Authority undertakes to maintain the Minimum Escrow Balance throughout the concession period. It is clarified that delay in funding of Minimum Escrow Balance shall result in penalty for the authority similar to delay in providing e-bus by the Operator/ Concessionaire.	RFP conditions shall prevail

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103.			12.4 Speed limiting device	Electronic speed limiter as per AIS:018/2001 (or updated), approved and adjusted to applicable speed limit.	Considering city speed limits and safety, it is proposed to have Electronic Speed limiter at 60 kmph.	RFP conditions shall prevail
104.			25 ITS-enabled bus – equipment & integration	Operator must share VHMD/CAN parameters every 30 s to Authority server (timestamp, odometer, vehicle status, SoC, SoH, speed, acceleration, pack/cell voltage/current, power, charger current/voltage, ambient/battery/motor temp, BMS error/charging fault, coolant temp (opt.)).	It is proposed that except for Cell Voltage all other parameters can be shared.	RFP conditions shall prevail
105.			26 Safety related items	26.5) Stanchions – As per manufacturer; MS tubing ~~Ø38~~ mm with PVC sleeve; as per AIS-052. 26.10) Towing device (front/rear) – Heavy-duty □ 1.2 × kerb weight; ring-type as per CMVR & IS 9760 ~~(front optional, rear required)~~.	26.5) Request to provide Ø40 mm with powder coating without sleeve. 26.10) Towing device (front/rear) – Heavy-duty □ 1.2 × kerb weight; ring-type as per CMVR & IS 9760 (front required, rear optional).	RFP conditions shall prevail
106.	DCA	88	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	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 Tender.	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.		
107.	DCA	98	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 the performed trips should be referred for calculation of Bus Kilometer.	RFP conditions shall prevail
108.	RFP	31	2.23.1 Performance Security	Performance Security Rs.2.75 Lakh per bus x 1000 No Buses = Rs.27.50 Cr	Requesting Authority to Reduce the Performance Security to Rs.1 Lakh per bus x 1000 buses = Rs. 10 Cr	RFP conditions shall prevail
109.	DCA	272	Note: Point No 16	16. Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified 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/DCpower arrangement for the NCMC based ticket validator 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	Requesting Authority to consider: NCMC & AFCS will be in the scope of authority, we will provide AC/DC supply as required.	RFP conditions shall prevail Schedule AA: Technical Specifications Pt. no. 16 is self-explanatory.

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				regular maintenance ITS equipment installed by throughout the Concession 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 Concession Period.		
110.			25 ITS enabled bus	iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis in addition to the parameters mentioned in AIS-140/ BIS 16833 with the Authority. The following CAN parameters should to be integrated to the AIS-140 VLTD with CAN and capable of transmitting data at a frequency of 30 sec either to a server set-up by the Authority as per details provided in annexure 3 1. Timestamp 2. Odometer reading 3. Vehicle Status 4. SoC (State of Charge)	Requesting Authority to consider: 9) Current value only available at Battery pack level.	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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 (optional)		

111.	DCA	272	Note: Point No 17	17. The batteries shall be picked-up, transported and processed according to international good practices in all related fields, including fire safety, road safety and occupational health and safety. All batteries shall undergo a state-of health assessment with a view to determine their reuse/repurposing potentials. Batteries, battery modules and battery cells found unsuitable for reuse/repurposing shall be recycled. Recycling is to be conducted in-line with international good practices and with the aim to effectively prevent emissions of hazardous substances, recover embedded raw materials and reduce waste volumes for disposal. The applied recycling processes shall at least achieve a recycling efficiency of 50% (at least 50% of the mass of the battery is recycled) and enable the recovery of copper, cobalt and nickel. All conducted steps shall be conducted in full compliance with applicable national land international laws and regulations. The operator taking over the batteries shall submit evidence for compliance with the requirements above.	Requesting Authority to explain the rationale of this point & what documents are required to be submitted in this regard.	The clause is self-explanatory. RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
112.			Section 2 – Instruction to Bidders 2.2.6	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect, and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect, and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the unaudited Annual Accounts (with Schedules) for the latest financial year certified by the Chartered Accountant. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports are provided (for two financial yeas) and the latest Un-audited Financial Statements shall be considered for the purpose of this RFP.	RFP conditions shall prevail
113.			Section 2 – Instruction to Bidders 2.2.9		New clause suggested after 2.2.9(a) Any company funded by a Multilateral Agencies (such as World Bank Group including International Finance Corporation) are eligible to participate in the bidding process directly and/or as member of the consortium provided, they have total net worth of INR 150 Crores as on the date of bidding.	RFP conditions shall prevail

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114.		93	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	Request Authority to change the clause to: The Operator shall keep backup for at least 30 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 Refer Next point	RFP conditions shall prevail
115.		224	Schedule-P Annexure 1	6. CCTV with MDVR - 3 nos - CCTV with MDVR Internal and External with minimum 30 days backup storage	Request Authority to maintain same value for " # Days " for back storage in 1)20.8.2 2) Schedule- P Annexure 1 Pt 6 3)SCHEDULE-AA-25- ITS enabled Bus	RFP conditions shall prevail **Clarification:** 1) Clause 20.8.2 refers to storage of raw data from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed. 2) & 3) Schedule- P Annexure 1 Pt 6 and SCHEDULE-AA: Pt. 25-ITS enabled Bus, refers to CCTV camera and its related storage.

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
116.		224 & 270	Schedule-P Annexure 1 Sch AA Pt 25 (iii)	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 change the clause to: The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting vehicle tracking data and CAN data as per Schedule P- Annx 3 and Vol II - Technical specification _SCHEDULE-AA - Guidelines for Communication between ITS Equipment and ITMS Backend c. Vehicle CAN Packet. The Cost of such integration should be the responsibility of the Operator.	RFP conditions shall prevail
117.		225	Schedule-P Annexure 1	ix.Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed	Request Authority to remove the clause or modify the clause as; Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed on mutual consent.	RFP conditions shall prevail
118.		227	Schedule-P Annexure 3	The Operator shall provide for communication of additional parameters (if any) as per the requirement of the ITMS platform	Request Authority to change the clause to: The Operator shall provide for communication of additional parameters (if any) as per the requirement of the ITMS platform on mutual consent	RFP conditions shall prevail
119.		239	SCHEDULE -S :	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	Request Authority to remove the clause	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
120.		280	Schedule AA Annexure 2	Guidelines for Communication between ITS Equipment and ITMS Backend	Request Authority to share Protocol document for CCTV Integration Shared Protocol document is of only Vehicle tracking & CAN Data and not video feed	RFP conditions shall prevail
121.		276	Schedule AA 16	Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified 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 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 Concession 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	Request Authority to modify the clause to: Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified 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. Bidder is responsible for regular maintenance ITS equipment installed by throughout the Concession 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	RFP conditions shall prevail

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				be responsible for the safety and security of such equipment during the Concession Period.	and the Bidder shall be responsible for the safety and security of such equipment during the Concession Period	
122.			General		Request authority to confirm if this tender shall be under any Payment Security Mechanism scheme.	RFP conditions shall prevail Please refer Clause 22.6 under Article 22 of DCA.
123.			General	Proto approval in 60 days of signing of agreement.	Request authority to consider proto approval in 90 days of signing of Agreement	RFP conditions shall prevail
124.			General Un-capped penalties	Below are the list of uncapped penalties. 1.Safety related infractions 2.IT data availability below 98%. 3.Delay in fulfilling Conditions. Precedents. 4.Delay in completing the Fit-out Works. 5.Delay in rectifying the punch list Items. 6.Damages for breach of Maintenance Obligations. 7.Failure to complete remedial Measures. 8.Delay in achieving Financial Closure. 9.Failure to Redress complaints.	Requesting authority to cap all penalties and infraction at 5% of Performance security.	RFP conditions shall prevail

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<tr><td>125.</td><td></td><td>103</td><td>22.5 Electricity Cost: Tariff.</td><td>MTC clause 22:
For illustration purpose only:
<table><tr><td>A</td><td>Allowed Energy Consumption (kWh)</td><td>7,410</td></tr><tr><td>B</td><td>Base Electricity Tariff (INR/unit)</td><td>5</td></tr><tr><td>C</td><td>Actual Electricity Tariff (INR/unit)</td><td>7</td></tr><tr><td></td><td>Case 1: Metered Energy Consumed > A</td><td></td></tr><tr><td>D</td><td>Billed units by DISCOM</td><td>8,000</td></tr><tr><td>E</td><td>Electricity tariff variation to be paid for (units)</td><td>7,410</td></tr><tr><td>F</td><td>Variation to be paid E*(C-B)</td><td>14,820</td></tr><tr><td></td><td>Case 2: Metered Energy Consumed <= A</td><td></td></tr><tr><td>G</td><td>Billed units by DISCOM</td><td>7,000</td></tr><tr><td>H</td><td>Electricity tariff variation to be paid for (units)</td><td>7,000</td></tr><tr><td>I</td><td>Variation to be paid H*(C-B)</td><td>14,000</td></tr></table>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</td><td>Request authority to amend as below:
CESL – PM edrive tender clause 22:
For illustration purpose only:
<table><tr><td>A</td><td>Allowed Energy Consumption (kWh)</td><td>7,410</td></tr><tr><td>B</td><td>Base Electricity Tariff* (INR/unit)</td><td>5</td></tr><tr><td>C</td><td>Actual Electricity Tariff* (INR/unit)</td><td>7</td></tr><tr><td></td><td>Case 1: Metered Energy Consumed > A</td><td></td></tr><tr><td>D</td><td>Billed units by DISCOM</td><td>8,000</td></tr><tr><td>E</td><td>Electricity tariff variation to be paid for (units)</td><td>7,410</td></tr><tr><td>F</td><td>Variation to be paid by Authority E*(C-B)</td><td>14,820</td></tr><tr><td></td><td>Case 2: Metered Energy Consumed <= A</td><td></td></tr><tr><td>G</td><td>Billed units by DISCOM</td><td>7,000</td></tr><tr><td>H</td><td>Electricity tariff variation to be paid for (units)</td><td>7,000</td></tr><tr><td>I</td><td>Variation to be paid by Authority H*(C-B)</td><td>14,000</td></tr></table>*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.</td><td>RFP conditions shall prevail

Clarification:
Clause 22.5.1 abundantly clarifies.</td></tr>
<tr><td>126.</td><td></td><td>20</td><td>2.2.3 - A) Technical Capacity:</td><td>b. A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ Abroad2:</td><td>A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ ~~Abroad2~~</td><td>Please refer Corrigendum-I.</td></tr>
</table>

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127.		20	2.2.3 - A) Technical Capacity:	b.) i. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; **or** ii. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date; c. A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses	b.) i. manufactured and supplied at least ~~100~~ **1000 electric buses** in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; **or** ii. manufactured and supplied an aggregate of at least ~~300 (three hundred)~~ **2000 (Two thousand) electric buses** in the last 5 (five) financial years prior to the Bid Due Date; c. A Bidder / a member of Consortium shall have annual manufacturing capacity of **2000** electric buses **after considering the pending orders. The manufacturing capacity to be verified by MTC or MTC authorized Auditor during technical bid evaluation.**	RFP conditions shall prevail

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<tr><td>128.</td><td>DCA</td><td>191</td><td>SCHEDULE -G : DELIVERY SCHEDULE</td><td>Delivery Schedule for Buses
<table>
<tr><th>Lot No.</th><th>Type of Bus</th><th>Number of Buses</th><th>Timeline for delivery of Buses</th></tr>
<tr><td>1</td><td>12m AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within 6 months of execution of Concession Agreement</td></tr>
<tr><td>2</td><td>12m AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within 9 months of execution of Concession Agreement</td></tr>
<tr><td>3</td><td>12m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 12 months of execution of Concession Agreement</td></tr>
</table></td><td>Delivery Schedule for Buses
<table>
<tr><th>Lot No.</th><th>Type of Bus</th><th>Number of Buses</th><th>Timeline for delivery of Buses</th></tr>
<tr><td>1</td><td>12m AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within ~~6~~ 3 months from Appointed date</td></tr>
<tr><td>2</td><td>12m AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within ~~9~~ 6 months from Appointed date</td></tr>
<tr><td>3</td><td>12m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within ~~12~~ 9 months from Appointed date</td></tr>
</table>
Delay in Delivery: 1% of Performance Security per bus per day for each bus whose procurement is delayed (i.e. Rs. 2,750/- per day per Bus) as per Clause 13.9</td><td>RFP conditions shall prevail</td></tr>
</table>

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129.		60	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.	13.9.1 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~~ **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.	RFP conditions shall prevail
130.		251	SCHEDULE -V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR 13.9.1	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	13.9.1 - Delay in procurement of buses for reasons not directly attributable to a Delay Event – ~~0.1 %~~ **1%** of the Performance Security **per bus** per day for each Bus whose procurement is delayed	RFP conditions shall prevail
131.		262	SCHEDULE -AA: Technical Specifications	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 -10 to 50 degrees centigrade, humidity level from 5% to 100%.	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 ~~-10~~ **5 to 50 degrees centigrade, humidity level from 5% to** ~~100%~~ **95%.**	RFP conditions shall prevail

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132.		263	SCHEDULE -AA: Technical Specifications	12.2 Electrical wiring & 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.	12.2 Electrical wiring & controls – type 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, **IS 16833 & IS 16490**.	RFP conditions shall prevail
133.		270	SCHEDULE -AA: Technical Specifications	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	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	RFP conditions shall prevail

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134.		274	SCHEDULE -AA: Technical Specifications	33.Fire Detection & Alarm System (FDAS) As per AIS:135	33.~~Fire Detection & Alarm System (FDAS)~~ **Fire Detection & Suppression System (FDSS)**	RFP conditions shall prevail
135.		275	SCHEDULE -AA: Technical Specifications	Note : 11. 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.	Note : 11. 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~~ **45°C.**	RFP conditions shall prevail
136.	1.1 Background	9 & 39	1.1.2 & 6.4	As per the approved MTC's Business Plan and the recommendations of the Comprehensive Mobility Plan (CMP) for CMA 2023-48, the total fleet requirement for MTC by 2030 is 7,214 buses and 6,495 buses respectively. As per CMP, 2027 target for MTC is 5406 buses. MTC is in the process of augmenting its fleet in a phased manner. In this regard, MTC intends to operate 1,000 AC 12m low floor buses under GCC model to enhance its service network.	Request to clarify if this project is under world bank funding or own funding.	RFP conditions shall prevail

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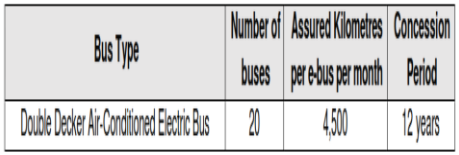
S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
137.	1.2 Scope of Bid	10	1.2.6	A Concession Agreement as per the format provided in Volume II ("Concession Agreement") shall be signed in terms of either Clause 2.1.18 or Clause 2.1.19. The period of Concession Agreement and assured kms per bus per day for the e-buses is as follows:  	Request to clarify the no. of days of operation per month.	Please refer Corrigendum-I
138.	2.2 Eligibility	19	2.2.3 -b	b. A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ Abroad2: i. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; or ii. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;	A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India. i. manufactured and supplied at least 300 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; or ii. manufactured and supplied an aggregate of at least 1000 (One Thousand) hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;	Please refer Corrigendum-I.

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
139.	2.2 Eligibility	19	2.2.3 -c	A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses	3. The bidder' must have an available capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least 60% of the quantity bidder is bidding for. Available Capacity for Bus manufacturing and supply should be inspected and cleared by the authority or through and agency appointed by the authority	RFP conditions shall prevail
140.	ITB	20	2.2.6	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, **the Bidder shall give an undertaking to this effect, and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year.** In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, **the Bidder shall give an undertaking to this effect, and the statutory auditor/Chartered Accountant shall certify the same. ~~In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year~~.** In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	
141.	ITB	20	2.2.7	Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim	Certificate(s) from its statutory auditors/Chartered Accountant specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim	RFP conditions shall prevail
142.	ITB	21	2.2.10	Alternative 1 Average Annual Turnover The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crores) in the last 3 consecutive financial years immediately preceding the Bid Due Date	Alternative 1 Average Annual Turnover The Bidder should have minimum average annual turnover of INR 100 Crores (Rupees One Hundred Crores Only) in the last 3 consecutive financial years immediately preceding the Bid Due Date	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
143.	ITB	21	2.2.14	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following: (i) Certificate(s) from its statutory auditors stating the annual turnover, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following: (i) Certificate(s) from its statutory auditors/**Chartered Accountant** stating the annual turnover, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) Certificate(s) from its statutory auditors/**Chartered Accountant** specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
144.	ITB	30	2.22.6	The Successful Bidder's Bid Security will be returned, without any interest, upon the Operator signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.	Request to return the Bid Security (EMD BG) on submission of Performance Security BG.	RFP conditions shall prevail
145.	Appendix - 1	40-43	14	I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.	Request amendment. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors.	RFP conditions shall prevail
146.	Appendix - 1	42-43	16,17,18,19	These clauses are related to consortium bidding	These clauses are related to Consortium bidding. Bidders submitting bids as single bidder should be allowed to delete this clause or mention this as Not applicable.	RFP conditions shall prevail
147.	Appendix - 10	65 & 66		**The net worth of last 3 years to be provided in the table	Request to amend it to 1 year (i.e. the preceding financial year) in line with Annexure 10A	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
148.	Article 4	12	4.1.4	Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent **within 90 days 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.	Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent **within 120 days 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.	RFP conditions shall prevail
149.	Article 4	14	4.4 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 of 20% upon performance security, and upon reaching such maximum, the	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 **0.01%** (zero point one per cent) of the Performance Security for each week of delay beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of the Performance Security	RFP conditions shall prevail

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				Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement.		
150.	Article 5	16	5.1.7	The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 100 (one hundred) 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.	No of Breakdown van will be solely decided by Operator only without affecting the minimum vehicle availability as per agreement	RFP conditions shall prevail
151.	Article 5	16	5.1.8	The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	The Operator shall maintain minimum **3%** of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	RFP conditions shall prevail
152.	Article 5	17	5.1.10	Deleted	Carbon credits to be included in the scope of Operator in line with earlier tenders.	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
153.	Article 5	22	5.5.4	The Operator shall observe Equal Opportunity employment practices. The operator shall foster gender diversity and adequate representation of women trainees & women trainers and other socially disadvantaged groups. The operator shall make efforts to recruit and train women drivers. The Operator shall submit an annual statement to the Authority in this regard showing the positive actions taken to encourage employment of women, especially abled and other socially disadvantaged groups and results thereof duly classified by gender, disability and other social disadvantage. Operator shall ensure that Sexual Harassment laws at the Workplace Policy and Equal Opportunities Policy are in place as per the requirement of POSH Act, 2013 and Rights of Persons with Disabilities Act, 2016 ("PwD Act"). Operator shall designate a grievance redressal officer to address any complaints related to workplace discrimination as per the PwD Act	Recruiting of women drivers should not be mandatory, Will try our level best in on boarding the women drivers in our operations.	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
154.	Article 5	24	5.5.12	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. 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	Request amendment. Operator shall follow all the regulations in terms of Contract Labour & regulation act. However, the factory licence should be taken by MTC as Authority are the owner of the Depot. Authority to provide Form V to the Operator for Obtaining Contract Labour Licence. This is in line with the GCC contracts in other states.	RFP conditions shall prevail

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				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		
155.	Article 5	26	5.13 - a	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 24 to 60 years.	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 **1 years** to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge, age within **21 to 65 years. Also, authority to allow appointment and usage of drivers and other staffs from any state within India for smooth operation of electric buses,**	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
156.	Article 6	31	6.1.2 - 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;	Authority to ensure uninterrupted supply of municipal water, if any interruption is on water supply Authority is solely responsible. Authority to pay any costs related to renewal of any licence, deposits etc.,	RFP conditions shall prevail
157.	Article 6	31	6.1.3 - 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.	a) Adequate parking area (approx. 160 sq. m. per bus) for parking of buses allocated to the depot and additional space for parking the spare buses deployed by the Operator.	RFP conditions shall prevail
158.	Article 6	31	6.1.3 - b	Concretized or blacktopped depot pavement/ yard flooring/ Bus Parking area	RCC flooring to be provided	RFP conditions shall prevail
159.	Article 6	31	6.1.3 - d	Spaces /shed for spare parts store, material store and tyre store	Spaces /shed for spare parts store, material store and tyre store of min. 1500 sq. Ft for 50 buses	RFP conditions shall prevail
160.	Article 6	31	6.1.3 - e	Bus washing bay/platform	1 Bus washing bay/platform for 50 buses along with ETP, water purifier and water regeneration plant	RFP conditions shall prevail Clause 6.1.3 – e abundantly clarifies.

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
161.	Article 6	31	6.1.3 - f	Administrative block (with spaces for offices, control room and simulator room)	Administrative block (with spaces for offices, control room and simulator room) @ 1500 sq. ft for 50 buses	RFP conditions shall prevail
162.	Article 6	31	6.1.3 - g	Staff amenities including driver's rest room with toilets and bathrooms, canteen space and first aid room	Staff amenities including driver's rest room with toilets and bathrooms, canteen space and first aid room @ 1500 sq. ft for 50 buses.	RFP conditions shall prevail
163.	Article 6	32	6.1.3 - h	Boundary wall clearly segregating Maintenance Depot premise from other activities/ neighbouring properties	Boundary wall: minimum 4m height with 0.6m railing mandatory.	RFP conditions shall prevail
164.	Article 6	32	6.1.3 - r	Electricity connections which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V up to pillar of LT distribution transformer(s) located at the allocated Maintenance Depot.	1. CEIG approval should be taken by Authority since the scope is very small for Service provider 2. The connection should be transferrable to Operator for bringing renewable energy 3. T**he given transformer energy efficiency level 3 is required. Transformer copper winding.** 4. Electricity bill to be paid by the Authority & deducted in our payments. 5. Scope of maintenance of upstream electrical infrastructure (up to 415 V)	RFP conditions shall prevail

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					should be in the scope of the Authority. 6. Standby feeder service should be provided as backup to charge buses in case of fault in supply line.	
165.	Article 6	32	6.1.4	Authority shall have the right to prepare and monetize the carbon assets generated if any. 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 Concession Period shall be attributable solely to the Authority.	Operator shall retain all rights, title, and interest in and to any and all carbon credits generated as a result of vehicle kilometres travelled using its services. This includes, but is not limited to, carbon credits recognized under any applicable laws, regulations, or international agreements, whether related to 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	RFP conditions shall prevail
166.	Article 10	42	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	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	RFP conditions shall prevail

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				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.	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 bus allocated in the 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.	
167.	Article 10	43 & 44	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	Encroachment will be reported to Authority. Authority has to take action and bear all the cost and expenses on removal of encroachments	RFP conditions shall prevail

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168.	Article 12	50	12.5.1	On and from the date on which the Authority hands over possession 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 6 (six) weeks subject to Clause 10.2.27** from the date on which the 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 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 15 (Fifteen) weeks subject to Clause 10.2.27** from the date on which the 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") .	RFP conditions shall prevail
169.	Article 12	50	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**	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**	RFP conditions shall prevail

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				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.	**shall pay Damages to the Authority in a sum calculated at the rate of 0.01% (zero point zero one per cent) of the amount of Performance Security per week 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.	
170.	Article 13	56	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.	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 **0.05 % (zero point zero five per cent) of the Performance Security per bus for each week of delay for each Bus** (whose procurement is delayed) till the date of procurement of such Bus.	RFP conditions shall prevail

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171.	Article 13	56	13.9.2	If the procurement of any Bus is delayed by a period **exceeding 60 (sixty) 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.	If the procurement of any Bus is delayed by a period **exceeding 90 (Ninety) 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 **5% (five percent)** of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	RFP conditions shall prevail
172.	Article 13	56	13.9.2	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.	The Damages payable by the Operator shall become due and payable within **90 (Ninety) days** of receipt of notice in this regard from the Authority.	RFP conditions shall prevail
173.	Article 14	58	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	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	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				"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 for each day of delay until all items of the Punch List for the particular bus are rectified.**	"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 **0.1% (point zero one per cent) of the Performance Security for each week of delay until all items of the punch List for the particular bus are rectified.**	
174.	Article 14	59	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:	The Operator shall within **45 (Forty-five) days** from the date of delivery of each respective Lot of Buses (as mentioned in the Delivery Schedule) comply with the following:	RFP conditions shall prevail
175.	Article 14	60	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	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	RFP conditions shall prevail

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				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.	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 0.05% (zero point zero five per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each week 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.	
176.	Article 14	61	14.4.3	14.4.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of **any accidents verbally, within 1**	14.4.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within **5 (five)**	RFP conditions shall prevail

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				(**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	**hour** of its occurrence followed by a written or phone call or mail 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 **20 (twenty) minutes** of the occurrence of such accident, followed by a written or phone call or mail 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	

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177.	Article 16	67	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.	No of times to be clearly specified to ensure operational efficiency.	RFP conditions shall prevail
178.	Article 16	67	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.	The actual hours should not exceed more than 16 hours of operation in a day.	RFP conditions shall prevail
179.	Article 16	69	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	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 (two) hours** 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	RFP conditions shall prevail

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				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.	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 **0 kms deduction if replacement of buses provided within 2 hours** , if replacement vehicle not provided within 2 hrs 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) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	
180.	Article 16	69 & 70	16.6.3	In an unforeseen event involving unruly behaviour by passengers or sexual harassment or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. In the event of a complaint of a woman, the bus driver must immediately drive the vehicle to the nearest police station. 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	In an unforeseen event involving unruly behaviour by passengers or sexual harassment or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. In the event of a complaint of a woman, the bus driver must immediately drive the vehicle to the nearest police station. 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	RFP conditions shall prevail

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				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, 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.	arrange to tow-away such Bus within **1 (one) to 4 (four) hours** of such occurrence, failing which Operator shall be liable to pay Damages of **10 kms** deduction for each such incident. The Operator shall, 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.	
181.	Article 16	71	16.7.6	Clause to be included	In case authority retains the advertisement scope Authority has to pay for any damages/paint peel off during installation/de-installation of advertisements. In case of any repair Authority to pay at actuals.	RFP conditions shall prevail Clause 16.7.3 abundantly clarifies.
182.	Article 17	72	17.2.1	The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority **50 (fifty)** copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than 30 (thirty) days from the date on	The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority **5 (five)** copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than 30 (thirty) days	RFP conditions shall prevail

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				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	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	
183.	Article 17	72 & 73	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.	Operator will plan the schedule maintenance without affecting the operational plan, no need of informing to Authority priorly.	RFP conditions shall prevail
184.	Article 17	73	17.3	Spares and Consumables	Seats, handles or any other parts damaged or stolen by public during operations will be replaced by Operations and the cost of replacement should be reimbursed by Authority.	Please refer Corrigendum-I

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
185.	Article 17	74	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 (Rupees Twenty Five Hundred) 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.	No penalty should be applicable if availability target/ km covered meet as per KPI	RFP conditions shall prevail
186.	Article 17	74 &75	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	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	RFP conditions shall prevail

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				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.	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 **1% (One 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.	
187.	Article 17	77	17.12	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: (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;	In the event that the 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;, the Authority may pay penalty to the Operator an amount equal to 0.5% (zero point five per cent) of the Performance Security Amount as Damages for each and every day, or part thereof, by which the delivery of the Handing over of scheduled maintenance depots are delayed; provided that such Damages shall not	RFP conditions shall prevail

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					exceed 10% (ten per cent) of the Performance Security.	
188.	Article 17	77	17.12 - 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;	There is no clause 13.11.4 in the agreement. Require clarity.	Please refer Corrigendum-I.
189.	Article 17	78	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.	Request to consider providing parking spaces for 2-Wheeler/Car for the staff of the operator also.	RFP conditions shall prevail
190.	Article 18	80	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	The Operator shall submit to the Authority before the 31st (thirty first) May of each Accounting Year, an annual report in **2 (two) copies** containing, without limitation, a	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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").	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").	
191.	Article 19	82	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 (Rupees Twenty-Five Hundred) per bus times the number of buses allocated to the specific depot.	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 500 (Rupees Five Hundred)** per bus.	RFP conditions shall prevail

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192.	Article 20	84	20.2.3	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")	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 **1,00,000 (One Lakh)** kilometres travelled by the Buses (the "Breakdown Factor")	RFP conditions shall prevail
193.	Article 20	84	20.2.3	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. Breakdown Factor (BF) = (total no. of Breakdowns of all buses in a month) x 10,000 Total bus kms operated in a month	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. Breakdown Factor (BF) = (total no. of Breakdowns of all buses in a month) x **1,00,000** Total bus kms operated in a month	RFP conditions shall prevail
194.	Article 20	84	20.2.3	The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate	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	RFP conditions shall prevail **Clarification:** The definition of "Breakdown" in Article 43 of the DCA abundantly clarifies.

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				of 0.1% (zero decimal one) of the Monthly Fees.	of **0.01%** (zero decimal zero one) of the Monthly Fees of the no. of buses which met with breakdown. Also request authority to clearly define the major & minor breakdowns which will be considered for penalty, e.g., 1. If passengers get down during the trip 2. If any trip or km losses due to breakdown.	
195.	Article 20	85	20.3.4	20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Concession Period is equal to 100" ("Guaranteed Availability"). To ensure this availability: a. operator should maintain minimum 5% spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule. b. Authority should provide additional space for these Additional Buses	20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Concession Period is equal to 100" ("Guaranteed Availability"). To ensure this availability: a. operator should maintain minimum **3%** spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule. b. Authority should provide additional space for these Additional Buses	RFP conditions shall prevail

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196.	Article 20	85	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. <100 to 95% - 50KMS/shift/Non available buses. <95 to 90% -60kms/shift/non available bus <90% -70kms /shift/bus.	<100 to 95% - 30KMS/shift/Non available buses. <95 to 90% -40kms/shift/non available bus <90% -50kms /shift/bus.	RFP conditions shall prevail
197.	Article 20	86	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).	With respect to the Start Punctuality, the Parties agree that the Operator may exercise a relaxation up to **+/-10 (Ten) 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).	RFP conditions shall prevail

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198.	Article 20	86 & 87	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 2% of the Monthly Fees.	The Operator agrees that for every **2% 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 **0.05%** of the Monthly Fees of the no. of delayed buses	RFP conditions shall prevail
199.	Article 20	87 & 88	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 2% 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	The Operator agrees that for every **2% 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 **0.05%** of the Monthly Fees for the no. of buses which did not meet the required trip frequency. 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	RFP conditions shall prevail

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				achieve the Guaranteed Trip Frequency directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or vice 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.	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 vice 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.	
200.	Article 20	88	20.60	Safety of Operations	Request authority to define the accidents after mutual discussion with the operator clearly to avoid any ambiguity in calculating the penalties. 20.6.7 Attribution of Safety Incidents and Exclusions from Safety Related Damages 20.6.7.1 Operator Attributable Incidents Only For the avoidance of doubt, Safety related Damages under this Agreement shall be levied only for incidents directly attributable to the acts, omissions, negligence, or failure of the Operator or its personnel. No Safety related Damages shall be imposed for incidents that are caused	RFP conditions shall prevail

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					solely or primarily due to third party actions, external factors, environmental conditions, or circumstances beyond the reasonable control of the Operator. 20.6.7.2 Excluded Categories of Incidents Without prejudice to the generality of Clause 20.6.7.1, the following categories of incidents shall be expressly excluded from the computation of General Safety and Severe Safety metrics and from the levy of corresponding Damages: (a) Third party caused incidents, including but not limited to: i. collisions or impacts caused by other vehicles; ii. rash, negligent, drunken, or over speeding driving by other road users; iii. pedestrians or road users acting in violation of traffic rules; iv. intentional acts of third parties, including vandalism, physical altercations, or suicide attempts. (b) Environmental and force of nature related incidents, including: i. falling trees or branches;	

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					ii. floods, waterlogging, landslides, or similar natural events; iii. sudden road blockages or obstructions not caused by the Operator. (c) Non serviceability impacting events, where: i. the bus remains fully operable, and service continuity is not affected; ii. the incident occurs when no passengers are on board; iii. the incident results only in minor scratches, dents, or cosmetic damage that does not impair safety or operations; iv. no injury occurs to passengers or the general public. (d) External mechanical failures not attributable to inadequate maintenance or negligent upkeep by the Operator, including: i. tire bursts caused by road debris; ii. unavoidable mechanical malfunction beyond the Operator's control. 20.6.7.3 Determination of Accident Causation Accident causation shall be	

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					determined based on an assessment of the Operator's Safety Team report, ITS data, CCTV footage, and any investigation conducted by the Authority. Safety related Damages shall be levied only after due consideration of such reports and after establishing causation attributable to the Operator. 20.6.7.4 Disputed Attribution In the event of disputed attribution, the matter shall be jointly reviewed by the Authority and the Operator. If disagreement persists, the final determination shall be made in accordance with the Dispute Resolution Procedure under Article 39. 20.6.7.5 Classification of General Safety and Severe Safety Based on FIR and Fatality (a) General Safety (Minor Accident Classification) For the purposes of Article 20.6, any incident in which an FIR is registered but no fatality occurs shall be classified as a General Safety incident, irrespective of the extent of vehicle damage or involvement of	

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					third parties, and subject always to the exclusions and attribution principles set out in Clauses 20.6.7.1 to 20.6.7.2. (b) Severe Safety (Major Accident Classification) For the purposes of Article 20.6, any incident in which an FIR is registered and a fatality has occurred shall be classified as a Severe Safety incident, subject always to the exclusions and attribution principles set out in Clauses 20.6.7.1 to 20.6.7.2. (c) Non FIR, Non-Fatal Events Any incident in which no FIR is registered and no fatality occurs shall be treated as a Minor Safety incident only if it is attributable to the Operator, and only if it is not excluded under Clauses 20.6.7.1 to 20.6.7.2. All other such incidents shall be excluded from Safety computation.	
201.	Article 20	88	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 kilometres) (the "General	The Parties agree that the safety of the Buses in the fleet shall be measured in terms of the number of accidents per **1,00,000 Kms** (one lakh kilometres) (the "General Safety")	RFP conditions shall prevail

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				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. Minor Accident Factor = (No of minor accidents in a month x 10,000) divided by Total Bus kms in a month The Severe safety shall be calculated in terms of number of Major Accidents.	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. Minor Accident Factor = (No of minor accidents in a month x **1,00,000**) divided by Total Bus kms in a month The Severe safety shall be calculated in terms of number of Major Accidents.	
202.	Article 20	88	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.	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 **0.01%** of the Monthly Fees of the buses which met with accident. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of **0.01 %** of the Monthly Fees for each bus which met with accident.	RFP conditions shall prevail

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203.	Article 20	89	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.	Request deletion of clause 20.7.2. Without the mutual consent with the operator, Authority should not penalise any amount. Need to define a process for daily reconciliation	RFP conditions shall prevail
204.	Article 20	89	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.	Request amendment. The Operator shall keep due and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITS or any other systems installed, for the purposes of verification by the Authority	RFP conditions shall prevail
205.	Article 21	92	21.1.1	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days 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	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days 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	RFP conditions shall prevail

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				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 90 (ninety) days shall be granted only to the extent of Damages so paid;	in a sum calculated at the rate of **0.05%** (zero point zero five per cent) of the Performance Security for each week of delay and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate of 0.1% (zero point one per cent) of the Performance Security for each week of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid;	
206.	Article 22	93	22.1.1	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").	22.1.1 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 (**Odo Km**) platform in fulfilment of the Operators obligations under this Agreement (the "Fee").	RFP conditions shall prevail

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207.	Article 22	93	22.1.2. A	AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by AC Buses is equal to aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres)) c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) + (PK Fee AC Bus * 50%* (actual Bus	A. AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by AC Buses is equal to aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * **100%*** (Monthly Assured Kilometres – actual Bus Kilometres)) c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) + (PK Fee AC Bus * **100%*** (actual Bus	RFP conditions shall prevail

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				Kilometres - Monthly Assured Kilometres))	Kilometres - Monthly Assured Kilometres))	
208.	Article 22	94	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 Kilometres 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 kilometres 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 Kilometres will be subject to complete schedule adherence as verified through ITS.	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 Kilometres 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 kilometres 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 Kilometres will be subject to complete schedule adherence as verified through ITS **& If 100% schedule completed, for the Bus Kilometres calculation only Survey kms to be considered**.	RFP conditions shall prevail

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209.	Article 22	96	22.3.1	The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each month, commencing from the end of the First month of the Contract Year will be no less than 6500 (the "Monthly Assured Bus Kilometres" for respective Lot). For the first month, the Monthly 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 month of the Contract Year. Notwithstanding anything to the contrary, for any Buses which are procured and put into Commercial Service after the end of the first month of the Contract Year, the Monthly Assured Bus Kilometres 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.	The Authority agrees that the Operational Plan shall ensure the average Bus Kilometres scheduled across all buses in a continuous period of 12 (twelve) calendar months, commencing from the Commercial Operation Date of the respective Buses, will be no less than **78000 km** (Seventy eight thousand kms) (the "Annual Assured Bus Kilometre"). The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period.	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
210.	Article 22	97	22.4.1	The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus 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 (Plimoth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)	The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus 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 **0.25**) + (PK Fee x (MWMonth – MWBase)/ MWBase x **0.50**)	RFP conditions shall prevail
211.	Article 22	97	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. 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.	1. Any Increase/decrease (other than charging of buses) in electricity tariff and other costing like cess, tax & Fuel adjustment charges will be paid by authority? Please confirm. 2. The Electricity connection shall be transferred to the operator for enabling the renewable energy for green energy.	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.		
212.	Article 22	97	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 Allowed Energy Consumption will be calculated as follows: Allowed Energy Consumption for AC Buses = (1.3 kWh/km * Actual Bus Kms operated in a year for the 12m AC Buses)	Allowed Energy Consumption for AC Buses = (**1.4** kWh/km * Actual Bus Kms operated in a year for the 12m AC Buses) Authority to share the current electricity tariff.	RFP conditions shall prevail
213.	Article 27	106	27.1.5	Throughout the Concession Period, the Authority has agreed to deposit in the Escrow Account all the Project Revenues and other receivables as per Clause 27.2.1 and maintain the Minimum Escrow Balance. The Authority for this purpose shall take grants/contributions/financial support	Typo error to be corrected. There is no clause 27.1.6	Please refer Corrigendum-I

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				from Government of Tamil Nadu ("GoTN"). It is clarified that the non-receipt of grants/contributions/financial support from GoTN shall not absolve the Authority from its obligation to maintain the Minimum Escrow Balance in. Failure of the Authority to comply with this Clause 27.1.6 shall result in the Authority Event of Default.		
214.	Article 32	120 & 121	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 for a continuous period of any 6 (six) consecutive months or for a cumulative period of any 18 months during the period of the Agreement;	This clause to be deleted as the KPI/Infractions target were given too stringent.	RFP conditions shall prevail

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S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
215.	Article 32	125	32.4.1	32.4 Certain limitations on Termination Payment 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	32.4 Certain limitations on Termination Payment 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	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	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 **85 % (Eighty-Five per cent)** of the Total Project Cost.	
216.	Article 38	143	38.3	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.	Authority has to pay the property taxes. Clarity required for this clause to avoid ambiguity in future.	RFP conditions shall prevail
217.	Article 41	147	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	The Authority can anytime check the register in depot. Submission shouldn't be mandatory and also no penalty should not be levied	RFP conditions shall prevail

S. No.	Section No.	Page No	Clause No	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Complaint Register, to the satisfaction of the Authority.		
218.	Annex - 1	175	Annex -1	Note: The aforesaid Depots to be handed over to the Operator shall be determined prior to the signing of Concession Agreement. The handing over of the Depots shall be in terms of Article 4.1.2, 10.2.4 and 10.2.5 shall be notified to the Operator at the time of execution of this Agreement.	Request authority to share the operational routes so that we can discuss and mutually agree if any Opportunity charging location is required for operation of Double decker buses.	RFP conditions shall prevail
219.	Schedule - C	182	II	Schedule - C II. The following permits shall be procured by the Authority:	Factory License from Inspector of factories	RFP conditions shall prevail
220.	SCHEDULE L	198	40	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	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M) Driving simulators to be deleted	RFP conditions shall prevail

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				be undertaken at the depots. **1 (one) Simulator** for driver training in each Depot Simulators for driver training		
221.	SCHEDULE L	198	46	Safety and security equipment / facilities (CCTV (Min 6 Mega Pixel) covering entire Depot including interior of Buildings to be provided by Operator and live feed to be shared to Authority.)	Request for deletion of CCTV cameras from the scope of Operator. Request to include it under scope of Authority under Clause 6.1.3.	RFP conditions shall prevail
222.	SCHEDULE L	235-237	3	Data Unavailability (Deductible)	Request for deletion of the table. Required data will be shared with authority based on mutual discussion and agreement. Authority to set up a server for receiving the data requested by them.	RFP conditions shall prevail
223.	SCHEDULE L	239		Table of Infractions	Request to amend the table in consultation with the operator to arrive at mutually agreed penalties.	RFP conditions shall prevail

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224.	Schedule S	239		Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.	Request authority to have mutual discussion with the operator on adherence of KPI & Infractions based on the challenges in operations in each route and arrive at the penalties for Infractions & KPI'.	RFP conditions shall prevail
225.	Schedule S	239	f	All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, and G shall be non-capped.	Request deletion. No penalty can be without upper limit. This is a GCC and the project will become financially unviable.	RFP conditions shall prevail
226.	Schedule S	239	h	If ITS equipment found switched off or not operated, then payment for that trip will not made	Request deletion of this clause.	RFP conditions shall prevail
227.	Schedule W	248		Schedule W - OEM Undertaking	Request deletion of OEM Undertaking for bidder who is an Associate of OEM	RFP conditions shall prevail

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228.	SCHEDULE-Y	252	20.10	Limits of Damages KPIs & Operational Infractions: 10% of the aggregate Monthly Fees payable. 5% of the Monthly Fees for that month.	Limits of Damages KPIs & Operational Infractions: 3% of the aggregate Monthly Fees payable. 2% of the Monthly Fees for that month. Total upper cap should be 5% of monthly fees including KPI & Infractions	RFP conditions shall prevail
229.	Schedule Z	254	2.1	SCHEDULE-Z: COMPREHENSIVE MAINTENANCE AGREEMENT For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometres ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	SCHEDULE-Z: COMPREHENSIVE MAINTENANCE AGREEMENT For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of **15%** of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometres ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	RFP conditions shall prevail

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230.	Schedule AB	286	2.1	All worker facilities & OHS shall be ensured as per regulations by the authority (for its employees employed for the Project under this Agreement) & the operators for its work force under GCC E-Bus Operations. The Maintenance Depot shall be provided by Authority in line with Factories Act/ other National / State regulations and it is the obligation of the Operator to operate and maintain it in compliance with Factories Act/ other National / State regulations throughout the Concession Period. This includes (but not limited to) canteen, crew accommodation, first aid, water supply, adequate number of clean & well-maintained toilets (separate for male/female workers) with continuous water supply & appropriate connection to public sewer or septic tank, lighting, signages, etc.	Authority to obtain Factory license.	RFP conditions shall prevail