S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
1.	Section 1 of RFP	10	1.2 Scope of Bid	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:	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:
2.	Article 13 of DCA	52	13.4.1	The Operator shall, within 30 (thirty) days from the date of signing of this agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	Clause 13.4.1 of Article 13 of DCA has been modified as follows: The Operator shall, within 60 ~~30~~ (sixty ~~thirty~~) days from the date of ~~signing~~ acceptance of LoA or within 10 (ten) days from the date of signing of the agreement, whichever is earlier ~~this agreement~~, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.
3.	Article 13 of DCA	52	13.4.2	The Authority, or any independent third party agency appointed by the Authority for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the "Design	Clause 13.4.2 of Article 13 of DCA has been modified as follows: The Authority, or any independent third party agency appointed by the Authority for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
				Report") highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The Authority (or its nominee) shall submit a copy of the Design Report to the Operator within 15 (fifteen) days from the date of receiving the Designs and Drawings of the Prototype from the Operator. It is agreed that any failure or omission of the Authority, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority, or its nominee (if any) and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement. Authority & Operator may conduct consultations with relevant stakeholders interalia, passengers representing PwDs, elderly, women, youth and their views /inputs may be addressed in the Design Report.	requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the "Design Report") highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The Authority (or its nominee) shall submit a copy of the Design Report to the Operator within 10 (ten)~~15 (fifteen)~~ days from the date of receiving the Designs and Drawings of the Prototype from the Operator. It is agreed that any failure or omission of the Authority, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority, or its nominee (if any) and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement. Authority & Operator may conduct consultations with relevant stakeholders interalia, passengers representing PwDs, elderly, women, youth and their views /inputs may be addressed in the Design Report.
4.	Article 13 of DCA	54	13.6.1	The Operator shall, no later than 30 (thirty) days from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype (including FCS) and demonstrate to the testing agency nominated	Clause 13.461 of Article 13 of DCA has been modified as follows: The Operator shall, no later than 45 (forty five) ~~30 (thirty)~~ from the approval of Designs and

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
				by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype (including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.
5.	Article 17 of DCA	75	17.3.3	The Parties expressly agree that the Operator shall, supply and install doors, window panes, seats, axle-boxes, brake components, wind shield, and under-transmission piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of negligence of Authority staff, accidents, vandalism, arson, riots or natural calamities, the Authority shall be liable for the costs and expenses incurred by the Operator as a result less any amount recovered from the Insurance Cover maintained by the Operator.	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 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	78	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

<table>
<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></td><td></td><td></td><td></td><td></td><td>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;</td></tr>
<tr><td>7.</td><td>Article 20 of DCA</td><td>91</td><td>20.8.2</td><td>The Operator shall keep backup for atleast 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.</td><td>Clause 20.8.2 of Article 20 is modified as follows:

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, FCS, APC (count data only) or any other systems installed, for the purposes of verification by the Authority</td></tr>
<tr><td>8.</td><td>Article 27 of DCA</td><td>107</td><td>27.1.5</td><td>Through out 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.</td><td>Clause 27.1.5 of Article 27 of the DCA is modified as follows:

Through out 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.</td></tr>
<tr><td>9.</td><td>Schedule-G of DCA</td><td>190</td><td>Delivery Schedule for Buses</td><td>
<table>
<tr><td>Lot No.</td><td>Type of Bus</td><td>Number of Buses</td><td>Timeline for delivery of Buses</td></tr>
<tr><td>1</td><td>5m AC Buses</td><td>Minimum 50% of the Quantity</td><td>Within 3 months from</td></tr>
</table>
</td><td>Delivery Schedule for Buses in Schedule-G of DCA is modified as follows:

<table>
<tr><td>Lot No.</td><td>Type of Bus</td><td>Number of Buses</td><td>Timeline for delivery of Buses</td></tr>
</table>
</td></tr>
</table>

<table>
<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></td><td></td><td></td><td></td>
<td>
<table>
<tr><td></td><td></td><td>awarded as per the LOA</td><td>Appointed Date</td></tr>
<tr><td>2</td><td>5m AC Buses</td><td>Minimum 100% of the Quantity awarded as per the LOA</td><td>Within 6 months from Appointed Date</td></tr>
<tr><td>3</td><td>7m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 9 months from Appointed Date</td></tr>
</table>
</td>
<td>
<table>
<tr><td>1</td><td>5m AC Buses</td><td>Minimum 50% of the Quantity awarded as per the LOA</td><td>Within ~~3~~ 6 months from Appointed Date</td></tr>
<tr><td>2</td><td>5m AC Buses</td><td>Minimum 100% of the Quantity awarded as per the LOA</td><td>Within ~~6~~ 9 months from Appointed Date</td></tr>
<tr><td>3</td><td>7m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within ~~9~~ 12 months from Appointed Date</td></tr>
</table>
</td>
</tr>
<tr>
<td>10.</td><td>Schedule-L of DCA</td><td>200</td><td>Sl. No. 40</td>
<td>40. 1 (one) Simulator for driver training in each Depot</td>
<td>Sl. No. 40 of Schedule-L of DCA is modified as follows:

40. One (1) simulator for every 100 buses for driver training, at any two (2) depot locations listed in Schedule-A of this DCA.
. ~~1 (one) Simulator for driver training in each Depot Simulators for driver training~~</td>
</tr>
</table>

<table>
<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>11.</td><td>Annex-1, Schedule-P of DCA</td><td>222</td><td>Pt.no. (i), S. No. 6</td><td><table><tr><th>Sr. No.</th><th>Type of Equipment</th><th>Type of Equipment</th><th>Remarks</th></tr><tr><td>6</td><td>CCTV with MDVR</td><td>3</td><td>Internal and External with minimum 30 days backup storage</td></tr></table></td><td>Sr. No. 6, Pt. No. (i) in Annex-1: On-board devices of Schedule-P of DCA is modified as follows:

<table><tr><th>Sr. No.</th><th>Type of Equipment</th><th>Type of Equipment</th><th>Remarks</th></tr><tr><td>6</td><td>CCTV with MDVR</td><td>3</td><td>Internal and External with minimum 90 days backup storage</td></tr></table></td></tr>
<tr><td>12.</td><td>Schedule-P of DCA</td><td>222</td><td>Annex-1 On-board devices</td><td>vi. Security Camera Network (CCTVs) and display screen should meet the specification for IP based cameras and MNVR as per Detailed specification document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wi-Fi for data transfer).</td><td>Pt. No. vi of Annex-1 in Scheule-P of DCA is modified as follows:

vi. Security Camera Network (CCTVs) – minimum 3 numbers – and display screen should meet the specification for IP based cameras and MNVR as per Detailed specification document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wi-Fi for data transfer).</td></tr>
<tr><td>13.</td><td>SCHEDULE-AA of DCA</td><td>258</td><td>S. No. 1</td><td>Introduction

7m, 400 mm floor height AC Bus (Low Floor)
5 m, 400 mm floor height AC Bus (Low Floor)</td><td>S. No. 1 in SCHEDULE-AA of DCA is modified as follows:

1.Introduction
7m, 400 mm floor height AC Bus (Low Floor)</td></tr>
</table>

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
					5 m, maximum 400 mm floor height AC Bus (Low Floor) or as per the recommendations of CMVR/ AIS-052/ ARAI certification / UBS-II
14.	SCHEDULE-AA of DCA	260	S. No. 5.7(h)	5.7(h) Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (lates revision) with AC switched ON condition (Annual Average) 7 m AC: 0.8 kWh/km	S. No. 5.7(h) in SCHEDULE-AA of DCA is modified as follows: 5.7(h) Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (lates revision) with AC switched ON condition (Annual Average) 7 m AC: 0.8 kWh/km 5 m AC: 0.6 kWh/km
15.	SCHEDULE-AA of DCA	260	S. No. 8	8. Suspension (Front & Rear) Air suspension at Front & Rear	S. No. 8 in SCHEDULE-AA of DCA is modified as follows: 8. Suspension (Front & Rear) 7m: Air suspension at Front & Rear 5m: Air/ Mechanical suspension at Front & Rear
16.	SCHEDULE-AA of DCA	261	S. No. 12	12. Electrical system for auxiliary devices 24V DC	S. No. 12 in SCHEDULE-AA of DCA is modified as follows: 12. Electrical system for auxiliary devices 24V/ 12V DC
17.	SCHEDULE-AA of DCA	261	S. No. 12.1	12.1 Batteries (ancillaries' equipment and light and light signaling devices) Low maintenance type leads acid batteries for 24 V & Min 100 Ah system- performances as per BIS: 14257- 1995 (latest).	S. No. 12.1 in SCHEDULE-AA of DCA is modified as follows: 12.1 Batteries (ancillaries' equipment and light and light signaling devices)

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
					Low maintenance type leads acid batteries for 24 V & Min 100 Ah system- performances as per BIS: 14257- 1995 (latest). or alternatively, as per the recommendations of CMVR/ AIS-052/ ARAI certification / UBS-II.
18.	SCHEDULE-AA of DCA	261	S. No. 12.2	12.2. Electrical wiring & controls - type Multiplexing type: As per UBS-II and AIS:153. Dust and water ingress protection conforming to IP 67	S. No. 12.2 in SCHEDULE-AA of DCA is modified as follows: 12.2 Electrical wiring & controls - type Multiplexing type: As per UBS-II ~~and~~ / AIS:153. Dust and water ingress protection conforming to IP 67
19.	SCHEDULE-AA of DCA	261	S. No. 16.2.(B)	16.2.(B) Wheel area clearance (mm) > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	S. No. 16.2.(B) in SCHEDULE-AA of DCA is modified as follows: 16.2.(B) Wheel area clearance (mm) 7m: > 220 mm for parts fixed to bus body & >170 mm for the parts moving vertically with axle or as per the recommendations of CMVR/ AIS-052/ ARAI certification/ UBS-II 5m: As per the recommendations of CMVR/ AIS-052/ ARAI certification / UBS-II
20.	SCHEDULE-AA of DCA	261	S. No. 16.2(C)	16.2.(C) Minimum ground clearance at GVW Within the wheelbase not less than 240mm	S. No. 16.2.(C) in SCHEDULE-AA of DCA is modified as follows: 16.2.(C) Minimum ground clearance at GVW 7m: Within the wheelbase not less than 240mm. Or as per the recommendations of CMVR/ AIS-052/ ARAI certification / UBS-II

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
					5m: As per the recommendations of CMVR/ AIS-052/ ARAI certification / UBS-II
21.	SCHEDULE-AA of DCA	262	S. No. 17.1.(E)	17.1. Service doors – Requirement (E) Number of gates 2No.	S. No. 17.1.(E) in SCHEDULE-AA of DCA is modified as follows: 17.1. Service doors – Requirement (E) Number of gates: 7m bus: Number of gates 2No. 5m bus: Number of gates 2No. Or as per the recommendations of CMVR/ AIS-052/ ARAI certification / UBS-II
22.	Schedule-AA of DCA	263	18. M. Other Technical requirement	18. M. Other Technical requirement As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzers should be clearly visible: of adequate size, installed and display the information in Braille/raised numbers as well. Location of wheelchair space shall be clearly highlighted marked and should be visible using the standard symbols for wheelchair accessibility. The lifting platform should be fitted with safety restraints system e.g., safety belt, handrails, etc. with built-in safety parameters to avoid any slippage.	S. No. 18. M. of Schedule-AA of DCA is modified as follows: 18.Other Technical requirement As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzer should be clearly visible: of adequate size, installed and display the information in Braille/raised numbers as well. Location of wheelchair space shall be clearly highlighted marked and should be visible using the standard symbols for wheelchair accessibility. ~~The lifting platform should be fitted with safety restraints system e.g., safety belt, handrails, etc. with built-in safety parameters to avoid any slippage.~~
23.	Schedule-AA of DCA	264	19.7. Passenger Seat and Layout	B. Passenger Seat Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene)	S. No. 19.7. B. of Schedule-AA of DCA is modified as follows: B. Passenger Seat

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
				moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS:15061:2002 amended from time to time The gangway shall be as per UBS-II	Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS:15061:2002 amended from time to time The gangway shall be as per UBS-II/AIS 052.
24.	Schedule-AA of DCA	267	25(vii)	Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 or latest CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Realtime feed enabled at DDU and provision for integration with central ITMS.	Clause 25(vii) of Schedule AA is modified as follows: Security Camera Network (CCTVs) minimum ~~four~~ three numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 or latest CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Realtime feed enabled at DDU and provision for integration with central ITMS.
25.	Schedule-AA of DCA	271	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.	Pt. No. 12 of Note in Scheule-AA of DCA is modified as follows: 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~~ prior to the delivery of first Lot Vehicle.

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
26.	Schedule-AA of DCA	278	-	**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**
27.	Schedule-AB of DCA	288	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.

Reply to Queries for "Procurement, Supply, Operation and Maintenance of 220 AC Low Floor (70 Nos – 7m & 150 Nos – 5m) Electric Buses and Development of Allied Electric and Civil Infrastructure under Gross Cost Contract" – Tender I.D. No: 2026_MTC_668581_1.

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
1.			General	Request authority to introduce selection of two bidders; one for 7m and other for 5m instead of both assigning to the single bidder.	5m electric bus is industry first initiative by MTC. Thus, Share of business exclusively between 7m & 5m shall maximize participation.	RFP conditions shall prevail
2.		56	13.6 Supply of Prototype	13.6.1 The Operator shall, no later than 30 (thirty) days from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype (including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Request authority to amend : Prototype approval within 6 months from the date of signing the agreement	RFP conditions shall prevail
3.	DCA	74	16.8.5 FCS	The entire Fare Collection System (FCS), including supply, installation, operation, and maintenance of driver-operated on-board FCS devices, its allied software, and its integration with MTC's existing Fare Collection System shall be the obligation of the Operator	Request authority to amend : Change FCS Scope from operator to Authority	RFP conditions shall prevail
4.	DCA	271	25	vii. Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras	Request authority to correct the typo error : CCTV requirement to minimum 3 No's	Please refer Corrigendum-I.

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
5.		94	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	Please refer Corrigendum-I
6.		221	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	Please refer Corrigendum-I.
7.		221	Schedule-P Annexure 1	iii.The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data, vehicle tracking data and any other data as required by the Authority. The Cost of such integration should be the responsibility of the Operator	Request Authority to 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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					integration should be the responsibility of the Operator	
8.		222	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
9.		224	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
10.			Schedule AA	Fare Collection System devices and its allied software shall be integrated with MTC's existing fare collection system.		RFP conditions shall prevail
11.		235	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
12.		272	Schedule AA Annexure 2	Back-Office Cloud Platform Minimum Specifications	Request Authority to remove the clause	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
13.		275	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
14.	DCA	191	Schedule G Delivery Schedule	Minimum 25% of the Quantity awarded as per the LOA - Within 3 months from Appointed Date.	Request authority to amend : Minimum 25% of the Quantity awarded as per the LOA - Within 9 months from Appointed Date and next lot with 3 months interval	RFP conditions shall prevail
15.		102	22.5 Electricity Cost	The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator	Request authority to amend HT to LT as below: 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 LT level metering dedicated for the operator	RFP conditions shall prevail
16.	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	Requesting authority to cap all penalties and infraction at 5% of Performance security.	RFP conditions shall prevail

<table>
<tr><th>S. No</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as per RFP</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr><td></td><td></td><td></td><td></td><td>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</td><td></td><td></td></tr>
<tr><td>17.</td><td></td><td></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</td></tr>
</table>

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
18.					Allow VinFast to participate with our existing 6 mtr Low Floor eBus against the requirement of 5m & 7m, our 6m model is currently available with us in Vietnam. The model will be ready as per India regulation & certificate within shortest span of time.	RFP conditions shall prevail
19.					The first 100 buses can be bought directly from Vietnam as CBU, balance buses will be manufactured in India. The entire number of 220 buses can be delivered within 9 months from the date of confirmation of order.	RFP conditions shall prevail
20.					Currently in India no OEM has the 5m & 7m eBus model available as per the technical specification mentioned in the tender.	RFP conditions shall prevail
21.				Minimum Seating – 13 seats + 1 Wheelchair + Driver	Allow 11 seats + 1 Wheel chair + Driver. We can provide 2 foldable seats in the wheelchair space area.	RFP conditions shall prevail **Clarification:** Minimum seating requirement of 5-meter bus - 11 seats + 1 wheelchair + Driver

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
22.				Entry and Exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturer design. – 2Nos of service doors, Driver Door as per MVR/AIS:052, Emergency Exits as per CMVR/AIS:052 AIS:153	Our Passenger door is Slide-outward mechanism type and wide enough to help move the wheelchair in & out easily. we can avoid creating a separate door for the wheelchair access. Hence request for single service door only, apart from Driver Door Emergency door as per the regulations. we can share the drawing of the wheelchair and ramp layout, if required for further study.	RFP conditions shall prevail
23.	1.1 Background	9 & 43	1.1.2 1.1.3 1.1.4 & 6.4	1.1.2. Chennai Metro Rail Limited (CMRL), a joint venture between the Government of India and the Government of Tamil Nadu, operates the Chennai Metro, a modern rapid transit system serving Chennai through a blend of underground and elevated corridors. It began operations in June 2015 and currently runs two major lines spanning 54.1 km with 41 stations, commuting 3 lakh passengers daily. As part of its long-term expansion, three additional lines totalling 118.9 km with 128 stations are under construction, aiming to significantly enhance connectivity and integrate seamlessly with other urban transport networks.	Request to clarify if this project is under world bank funding or own funding.	RFP conditions shall prevail

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				buses under GCC model to enhance its service network. 1.1.3 Currently MTC is operating 22 small buses as exclusive First & Last Mile Connectivity (FLMC) bus services for few Metro Stations. However, these services are inadequate to meet the existing demand and requirements. It was observed that inadequate first and last mile connectivity has been a key deterrent preventing commuters from shifting from private modes of transport to the Metro system. Enhancing FLMC is therefore essential component to improve the metro ridership. 1.1.4 In this regard, MTC intends to operate 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses as Conductor Less buses with on board Fare Collection System (FCS) devices. These buses will be operated along the routes identified by CUMTA and CMRL around 5 km Primary Influence Area of the metro stations.		

<table>
<tr><th>S. No</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as per RFP</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr><td>24.</td><td>1.2 Scope of Bid</td><td>10</td><td>1.2.6</td><td>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 e-buses</th><th>Assured Kilometers per e-bus per month</th><th>Concession Period</th></tr><tr><td>7 metre AC Low Floor (400mm) Electric Bus AC</td><td>70</td><td>4200</td><td>12 years</td></tr><tr><td>5 metre AC Low Floor (400mm) Electric Bus AC</td><td>150</td><td>4200</td><td>12 years</td></tr></table></td><td>Request to clarify the no. of days of operation per month.</td><td>RFP conditions shall prevail</td></tr>
<tr><td>25.</td><td>2.2 Eligibility</td><td>19&20</td><td>2.2.3 -b</td><td>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;</td><td>A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India.
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;</td><td>RFP conditions shall prevail</td></tr>
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S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
26.	2.2 Eligibility	20	2.2.3 -c	A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses	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
27.	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 criteria, such financial years for which Audited Annual Reports provided shall be	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 is not being provided. Accordingly, for meeting the Average Annual	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				considered for the purpose of this RFP.	Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	
28.	ITB	21	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
29.	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
30.	ITB	22	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	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**~~	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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).	~~**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).	
31.	ITB	33	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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
32.	Appendix - 1	43-46	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 clauses or mention this as Not applicable.	RFP conditions shall prevail
33.	Appendix - 10	69 & 71		**The v 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
34.	Article 4	11	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
35.	Article 4	13	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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 Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement.	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**	
36.	Article 5	15	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
37.	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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
38.	Article 5	16	5.1.10	Deleted	Carbon credits to be included in the scope of Operator in line with earlier tenders.	RFP conditions shall prevail
39.	Article 5	21 & 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, specially-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	Recruting of women drivers should not be mandatory, will try our level best in onboarding the women drivers in our operations.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				workplace discrimination as per the PwD Act		
40.	Article 5	23	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.	Uniforms design/color will be solely decided by Operator, Authority approval should not be mandatory.	RFP conditions shall prevail
41.	Article 5	23	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	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 inline with the GCC contracts	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause	in other states.	
42.	Article 5	25	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				including Buses of the kind defined herein and valid passenger service badge, age within 24 to 60 years.	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,	
43.	Article 6	30	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 interruptions 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
44.	Article 6	30	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
45.	Article 6	30	6.1.3 - b	Concretized or blacktopped depot pavement/ yard flooring/ Bus Parking area	RCC flooring to be provided	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
46.	Article 6	30	6.1.3 - c	Workshop shed with Bus maintenance/ service pits (for 7 m & 5m buses) @ 2 pits per depot	Workshop shed with Bus maintenance/ service pits (for 7 m & 5m buses) @ 2 pits per 50 buses	RFP conditions shall prevail
47.	Article 6	30	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
48.	Article 6	30	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
49.	Article 6	30	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
50.	Article 6	30	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
51.				Boundary wall clearly segregating Maintenance Depot premise from other activities/ neighboring properties	Boundary wall: minimum 4m height with 0.6m railing mandatory.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
52.	Article 6	31	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. **The 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) 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.	RFP conditions shall prevail
53.	Article 6	31	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				carbon credits generated from bus operations during the Concession Period shall be attributable solely to the Authority.	compliance-based carbon markets. Operator shall have the exclusive right to monetize, transfer, or otherwise dispose of these carbon credits at its sole discretion	
54.	Article 10	41	10.2.6	Subject to Clause 10.2.7 below, in the event that the Authority fails to provide vacant access, constructive possession and license to possess the Maintenance Depots specified in Clause 10.2.5 above, which comply with the Minimum Maintenance Depot Specifications, on or prior to the respective Scheduled Maintenance Depot Handover Date, it shall pay to the Operator as Damages, Rs. 10,000 (Rupees ten thousand) per day per depot for each day of delay until, for all the Maintenance Depots required to be handed over by the Authority, vacant access, constructive possession and license to possess thereof is delivered to the Operator in accordance with the requirements of this Agreement.	Subject to Clause 10.2.7 below, in the event that the Authority fails to provide vacant access, constructive possession and license to possess the Maintenance Depots specified in Clause 10.2.5 above, which comply with the Minimum Maintenance Depot Specifications, on or prior to the respective Scheduled Maintenance Depot Handover Date, **it shall pay to the Operator as Damages, Rs. 10,000 (Rupees ten thousand) per day per 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.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
55.	Article 10	42 & 43	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
56.	Article 12	49	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Depot Completion Date") .	Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date") .	
57.	Article 12	49	12.5.2	In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	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 0.01% (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.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
58.	Article 13	54	13.6.2	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.	In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.1% (zero point One per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 5% (Five per cent) of the Performance Security.	RFP conditions shall prevail
59.	Article 13	55	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
60.	Article 13	55	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	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.	
61.	Article 13	55	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
62.	Article 14	57&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 "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	The Authority Representative shall, pursuant to any inspection conducted under this Clause 14.1, also submit an inspection report for each Bus identifying any minor defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	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.	
63.	Article 14	58	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
64.	Article 14	59	14.3	If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of	If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	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.	
65.	Article 14	60	14.4.3	The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves	14.4.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 5 (five) 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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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	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	
66.	Article 16	66	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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
67.	Article 16	66	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
68.	Article 16	68	16.6.1	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	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 2 (two) 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 0 kms deduction if replacement of buses provided within 2 hours , if replacement	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	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.	
69.	Article 16	68 & 69	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 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	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 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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.	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.	
70.	Article 16	70	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 Depot.	Request authority to amend the Advertisement scope to the Operator. The Operator shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses	RFP conditions shall prevail
71.	Article 16	70	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
72.	Article 16	70	16.8.5	Remittance of Fare Collection The Authority shall not be liable for any loss, dispute or claim arising out of fare remittance, and all such liabilities shall vest exclusively with the Operator.	Request deletion of this clause.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
73.	Article 16	72	16.8.6	Failure of Fare Collection System (FCS) a. Penalties/ Incentives related to FCS • Please refer the Article 20 (Clause 20.13) and Category H in Schedule S.	Any penalty to be levied on account of Fare Collection System to be mutually discussed.	RFP conditions shall prevail
74.	Article 17	74	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 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	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 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	RFP conditions shall prevail
75.	Article 17	74 & 75	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	Operator will plan the schedule maintainance without affectiing the operational plan, no need of informing to Authority priorly.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Maintenance and the estimated date on which such Buses will be made available for operations.		
76.	Article 17	75	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.	RFP conditions shall prevail
77.	Article 17	76	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
78.	Article 17	76 & 77	17.7	Authority's right to take remedial measures In the event the Operator does not maintain and/or repair the	Authority's right to take remedial measures In the event the Operator does not maintain and/or repair the	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.	Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, **a sum equal to 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.	
79.	Article 17	79	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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;	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 maintainance depots are delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.	
80.	Article 17	79	17.12	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.	RFP conditions shall prevail
81.	Article 17	80	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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
82.	Article 18	82	18.5.1	The Operator shall submit to the Authority before the 31st (thirty first) May of each Accounting Year, an annual report in 10 (ten) copies containing, without limitation, a detailed listing and analysis of all accidents occurring on account of the operation of the Buses or in the Maintenance Depots during the preceding Accounting Year and the measures taken by the Operator for averting or minimizing such accidents in the future ("Annual Safety Report").	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 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").	RFP conditions shall prevail
83.	Article 20	86	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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**.	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**.	
84.	Article 20	86	20.2.1	The Parties agree that the average reliability of all Buses in the fleet shall be measured on a monthly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the "Breakdown Factor")	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
85.	Article 20	86	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. 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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
86.	Article 20	86	20.2.3	The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.01% (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.	RFP conditions shall prevail
87.	Article 20		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% - 30KMS/shift/Non available buses. <95 to 90% -40kms/shift/non available bus <90% -50kms /shift/bus.	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				<100 to 95% - 50KMS/shift/Non available buses. <95 to 90% -60kms/shift/non available bus <90% -70kms /shift/bus.		
88.	Article 20	87	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 05 minutes before the scheduled turn out operation on all days.	RFP conditions shall prevail
89.	Article 20	88	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
90.	Article 20	88 & 89	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	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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	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**	
91.	Article 20	89 & 90	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 achieve the Guaranteed Trip Frequency directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or vic-eversa, then in order to avoid any double counting of the Damages payable	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 Frequency, the Authority determines that the Operator has failed to achieve the Guaranteed Trip Frequency	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.	directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or vic-eversa, 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.	
92.	Article 20	90&91	20.6	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 solely or primarily due to third party	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					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; rash, negligent, drunken, or over speeding driving by other road users; iii. pedestrians or road users acting in violation of traffic rules; pedestrians or road users	

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					acting in violation of traffic rules; iv. intentional acts of third parties, including vandalism, physical altercations, or suicide attempts. intentional acts of third parties, including vandalism, physical altercations, or suicide attempts. 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; falling trees or branches; ii. floods, waterlogging, landslides, or similar natural events; floods, waterlogging, landslides, or similar natural events; iii. sudden road blockages or obstructions not caused by the Operator.	

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					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; the bus remains fully operable and service continuity is not affected; ii. the incident occurs when no passengers are on board; 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; 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. no injury occurs to passengers	

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					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; tire bursts caused by road debris; ii. unavoidable mechanical malfunction beyond the Operator's control. unavoidable mechanical malfunction beyond the Operator's control. 20.6.7.3 Determination of Accident Causation Accident causation shall be 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	

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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					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.	
93.	Article 20	90	20.6.1	The Parties agree that the safety of the Buses in the fleet shall be measured in terms of the number of accidents per 10,000 Kms (Ten thousand kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety"), respectively. 20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor. 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	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 kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety"), respectively. 20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor. 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	RFP conditions shall prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				calculated in terms of number of Major Accidents.	calculated in terms of number of Major Accidents.	
94.	Article 20	90	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
95.	Article 20	90	20.6.5	The Authority agrees that if the General Safety is less than 0.005 (zero decimal zero zero five), then for every 0.001 decrease in the General Safety the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.	20.6.5 The Authority agrees that if the General Safety is less than 0.01 (zero decimal zero zero five), then for every 0.01 decrease in the General Safety the Authority shall pay to the Operator an incentive equal to 0.1% of the Monthly Fees.	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
96.	Article 20	91	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
97.	Article 20	91	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	Please refer Corrigendum-I
98.	Article 20	91 & 92	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% of the aggregate Monthly Fees payable in such month. Any Damages payable by the	Request amendment. The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 5% of the	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Operator as a result of any Operational Infractions in any month shall be additionally capped at 5% of the Monthly Fees for that month.	aggregate Monthly Fees payable in such month. ~~Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be additionally capped at 5% of the Monthly Fees for that month.~~ The maximum cap for penalty towards KPI including operational infractions should be capped at 5% of Monthly fees.	
99.	Article 20	92	20.13	Incentive related to Collections and Monitoring of Fare The Authority agrees that if the Operator has not paid any penalties under Category-H of Operational Infractions specified in Schedule S for a period of 3 consecutive months, the Authority shall pay to the Operator an incentive equal to 0.05% of the aggregate Monthly Fees applicable for the qualified 3 consecutive months. If the Operator avails the incentive for a set of 3 months, those months will not qualify for calculation of incentives for next cycle (3 consecutive months).		RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
100.	Article 21	94	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 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;	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 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;	RFP Conditions shall Prevail
101.	Article 22	95	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	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	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Bus operated by the Operator and as captured in the ITMS platform in fulfilment of the Operators obligations under this Agreement (the "Fee").	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").	
102.	Article 22	95	22.1.2 A	Fee = 7m Bus Fee + 5m Bus Fee A. 7m Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by 7m Buses is equal to aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated by multiplying the PK Fee7m Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by 7m Buses is less than the aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: 7m Bus Fee = (PK Fee7m Bus * actual Bus Kilometers) + (PK Fee7m Bus * 75%* (Monthly Assured Kilometers – actual Bus Kilometers)) c) If the actual Bus Kilometers travelled by 7m Buses is more than the aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated, in	Fee = 7m Bus Fee + 5m Bus Fee A. 7m Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by 7m Buses is equal to aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated by multiplying the PK Fee7m Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by 7m Buses is less than the aggregated Monthly Assured Kilometers, then **7m Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:** **7m Bus Fee = (PK Fee7m Bus * actual Bus Kilometers) + (PK Fee7m Bus * 100%* (Monthly Assured Kilometers – actual Bus Kilometers))** c) If the actual Bus Kilometers	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				accordance with clause 22.3.3 by using the following formula: 7m Bus Fee = (PK Fee7m Bus * Monthly Assured Kilometers) + (PK Fee7m Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	travelled by 7m Buses is more than the aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **7m Bus Fee = (PK Fee7m Bus * Monthly Assured Kilometers) + (PK Fee7m Bus * 100%* (actual Bus Kilometers - Monthly Assured Kilometers))**	
103.	Article 22	95 & 96	22.1.2 B	5m Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by 5m Buses is equal to aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated by multiplying the PK Fee5m Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by 5m Buses is less than Contracting the aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: 5m Bus Fee = (PK Fee5m Bus * actual Bus Kilometers) + (PK Fee5m Bus * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))	5m Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by 5m Buses is equal to aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated by multiplying the PK Fee5m Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by 5m Buses is less than Contracting the aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: **5m Bus Fee = (PK Fee5m Bus * actual Bus Kilometers) + (PK Fee5m**	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				c) If the actual Bus Kilometers travelled by 5m Buses is more than the aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: 5m Bus Fee= (PK Fee5m Bus * Monthly Assured Kilometers) + (PK Fee5m Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers)) For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.	**Bus * 100%* (Monthly Assured Kilometers – actual Bus Kilometers))** c) If the actual Bus Kilometers travelled by 5m Buses is more than the aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **5m Bus Fee= (PK Fee5m Bus * Monthly Assured Kilometers) + (PK Fee5m Bus * 100%* (actual Bus Kilometers - Monthly Assured Kilometers))** For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.	
104.	Article 22	96	22.1.5	For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus kilometers will be calculated on the basis of route survey done jointly by the Authority and the	For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus kilometers will be calculated on the basis of route survey done jointly by the Authority and the	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS.	Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS & If 100% schedule completed, for the Bus Kilometers calculation only Survey kms to be considered.	
105.	Article 22	98	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 **4200** (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	Request to share the no. of days of operation per month	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.		
106.	Article 22	99	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
107.	Article 22	99 & 100	22.5.1 & 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	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.	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.	2. The Electricity connection shall be transferred to the operator for enabling the renewable energy for green energy.	
108.	Article 22	100	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 for 7m AC Buses = (0.8 kWh/km * Actual Bus Kms operated in a year for the 7m AC Buses) Allowed Energy Consumption for 5m AC Buses = (0.6 kWh/km * Actual Bus Kms operated in a year for the 5m AC Buses	Authority to share the current electricity tariff.	RFP Conditions shall Prevail
109.	Article 24	103	24.1.2	Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all	Cost of the OHM assets to be paid by Authority upon transferring the depot from Operator to Authority	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure) shall vest in the Authority without any Encumbrance.		
110.	Article 25	104	25.2	Insurance Cover Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following: (a) Construction All Risk policy during the period of Fit Outs (b) total loss, damage or destruction of the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations, if any; (c) comprehensive third party liability insurance for life, goods or property, including injury to or death of personnel of the Authority or others, arising from any accident at the Maintenance Depots or otherwise, caused by a Bus on account of any negligence of the Operator or a defect or deficiency in a Bus; (d) the Operator's general liability	Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Contract Period, procure and maintain Insurance Cover including but not limited to the following: (a) Construction All Risk policy during the period of Fit Outs - Need to check whether we have covered this under any insurance policy (b) total loss, damage or destruction of the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations, if any; - Need to check whether we have covered other than charger/charging station this under any insurance policy (c) comprehensive third party liability insurance for life, goods or property, including injury to or death of personnel	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				arising out of the Agreement; (e) workmen's compensation insurance; and (f) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.	of the Authority or others, arising from any accident at the Maintenance Depots or otherwise, caused by a Bus on account of any negligence of the Operator or a defect or deficiency in a Bus; (d) the Operator's general liability arising out of the Agreement; - Need to check whether we have covered this under any insurance policy (e) workmen's compensation insurance; and (f) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.	
111.	Article 27	109	27.1.5	Through out 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	Typo error to be corrected. There is no clause 27.1.6	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				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.**		
112.	Article 29	114	29.2	(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or directly attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 29.3; The definition of indirect political force majeure event under the draft concession agreement includes: 'industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year'.	Given that these definitions are overlapping, request the Authority to clarify the difference between the two events and which strikes would qualify as a non-political force majeure event, and which strikes would qualify as an indirect political force majeure event.	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
113.	Article 32	123 & 124	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
114.	Article 32	128	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	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	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, **the Debt Due shall at no time exceed 70 % (seventy per cent) of the Total Project Cost**.	60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, **the Debt Due shall at no time exceed 85 % (Eighty Five per cent) of the Total Project Cost**.	
115.	Article 38	146	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
116.	Article 41	150	41.1	41.1 Complaint Register 41.1.1 The Operator shall keep	41.1 Complaint Register	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				one register (the "Complaint Register") in every Bus for recording of complaints by Users, and another for recording of complaints by drivers and maintenance staff. 41.1.2 The Complaint Register shall be securely bound, and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, substance of the complaint and the action taken by the Operator. 41.1.3 Without prejudice to the provisions of Clauses 41.1.1 and 41.1.2, the Authority may, in consultation with the Operator, specify the procedure for making complaints in electronic form and for responses thereto.	We cant able to keep complaint registers for each bus, will keep register in a depot to capture drivers or maintainance staffs complaints, Users complaint comes to Authority directly, Authority to share user complaints to operators. Other clauses to be deleted	
117.	Article 41	150	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**	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.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				complaints specified in the Complaint Register, to the satisfaction of the Authority.		
118.	Annex - 1	178	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
119.	Schedule - C	184	II	Schedule - C II. The following permits shall be procured by the Authority:	Factory License from Inspector of factories	RFP Conditions shall Prevail
120.	SCHEDULE-I	194 & 195	a.	(a) Daily washing and cleaning of buses.	Operator will ensure the cleanliness of the buses at the 1st first out shedding of the buses only.	RFP Conditions shall Prevail
121.	SCHEDULE-I	194 & 195	c.	Point no.(c) Preventive maintenance periodicity illustrated as 7 types of maintenance I. Daily II. Monthly / Bi- monthly III. Quarterly IV. Six monthly	Request the Authority to change the 7 types of maintenance to below mentioned 5 types of maintenance and conditions I. Daily Maintenance – All Lamps, air pressure, wiper,	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				V. Yearly VI. Bi annual / annual VII. Replacement of in use aggregates	FDSS, charging & errors – Inspection & rectification II. Weekly Maintenance - oils / lubricants, coolant, air pressure, air inflation, Dashboard telltales & Fuses, brake actuators, steering pump etc. – check, top up, tighten, as required III. Monthly / Bi- monthly - [●] / [●] Km operation – All activities of earlier schedules and tyre condition necessary for corrective / preventive actions. IV. Yearly Maintenance - All above activities and full checking / inspection of bus chassis, bus bodies and their fitments, and taking necessary corrective / preventive actions. V. Replacement of in-use bus aggregates at about Mean Time Between Failures (MTBF) to prevent failures and consequent costs and inconvenience.	
122.	SCHEDULE L	197	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**	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	Please refer Corrigendum-1

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots. **1 (one) Simulator for driver training in each Depot Simulators for driver training**	bus O&M) **Driving simulators to be deleted**	
123.	SCHEDULE-L	199 & 200		The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/ equipment to ensure maintenance activities of the bus may be undertaken at the depots.	Equipment's/tools required to do maintenance will be solely decided by Operator only.	RFP Conditions shall Prevail
124.	SCHEDULE-L	199 & 200		The equipment required to be installed at the depot are mentioned	Request to authority to remove the conventional equipment's from the mandatory list of equipment. Below mentioned serial no's of	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					equipment's to be removed and most of these equipment/service will be get done by Operator Authorized vendor 6. Paint booth complete with environment control, paint drying system, etc. 7. Lathe machine complete with general tools, jigs and fixtures (optional) 8. Radial drilling machine (optional) 9. Brake drum turning / re-boring machine (optional) 10. Hydraulic press 11. Brake efficiency assessment system 12. Wheel alignment 18. Tire - wheel rim dismantling and assembling system / tyre changer 19. Wheel balancing equipment 20. Auto electrical test bench 36. Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices,	
125.	SCHEDULE L	200	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 to 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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
126.	SCHEDULE N	214		(c) Should possess minimum 2 years' experience of driving heavy transport vehicles in India;	(c) Should possess 1 year experience of driving heavy transport vehicles in India; Request to clarify on Driver licence requirement of LMV with badge.	RFP Conditions shall Prevail
127.	SCHEDULE S	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 receiveing the data requested by them. .	RFP Conditions shall Prevail
128.	Schedule S	239		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.	This is part of KPI and the penalty should be as per Maximum cap for KPI - 5%	RFP Conditions shall Prevail
129.	Schedule S	240		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 routes and arrive at the penalties for Infractions & KPI'.	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
130.	SCHEDULE S	240	f	All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, G and H shall be non-capped.	All penalties (KPI/Infractions) should have an Upper Cap. Request amendment to bring the penalties under the Maximum cap of KPI & infractions of 5%	RFP Conditions shall Prevail
131.	SCHEDULE S	240	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
132.	SCHEDULE S	241		Table of Infractions	Request to amend the table in consultation with the operator to arrive at mutually agreed penalties.	RFP Conditions shall Prevail
133.	Category H	244	1	Non-functioning of FCS at the start of the shift and not rectified within 1 hour: Rs.10,000/- Per incident Per Shift per Bus	Non-functioning of FCS at the start of the shift and not rectified within 1 hour: Rs 500/- Per incident Per Shift per Bus	RFP Conditions shall Prevail
134.	Category H	244	2	Non-functioning of FCS, en-route and not rectified within 1 hour: 3,000/- Per incident for every one hour per Bus	Non-functioning of FCS, en-route and not rectified within 1 hour: 300/- Per incident for every one hour per Bus	RFP Conditions shall Prevail
135.	Category H	244	3	Skipping of bus stops/ not stopping at the request of passengers en-route for alighting/ boarding: 1,000/- Per compliant	Skipping of bus stops/ not stopping at the request of passengers en-route for alighting/ boarding: 100/- Per compliant	RFP Conditions shall Prevail
136.	Category H	244	5	Fare collected but ticket not issued: 1,000/- Per passenger	Fare collected but ticket not issued: 100/- Per passenger	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
137.	Category H	244	6	Mismatch between the ticket sales and amount remitted to Authority: 3,000/- Per incident per bus	Mismatch between the ticket sales and amount remitted to Authority: 300/- Per incident per bus	RFP Conditions shall Prevail
138.	Category H	244	7	Non-remittance of ticket sales amount (cash) on a daily basis: 10,000/- Per incident per bus	Non-remittance of ticket sales amount (cash) on a daily basis: 1,000/- Per incident per bus	RFP Conditions shall Prevail
139.	SCHEDULE V	248	17.5.1	LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR	Request to have mutual discussion with the Operator on the Penalties & the maximum cap.	RFP Conditions shall Prevail
140.	Schedule W	249 & 250		Schedule W - OEM Undertaking	Request deletion of OEM Undertaking for bidder who is an Associate of OEM	RFP Conditions shall Prevail
141.	SCHEDULE-Y	252 & 253	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
142.	Schedule Z	255	2.1	SCHEDULE-Z: COMPREHENSIVE MAINTENANCE AGREEMENT For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to	SCHEDULE-Z: COMPREHENSIVE MAINTENANCE AGREEMENT For providing the Annual Maintenance services by OEM,	RFP Conditions shall Prevail

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

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
143.	Schedule AB	288	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
144.				the requirement in tender is Low Floor which is 400mm	Floor height of our vehicles is close to 670mm & the requirement in tender is Low Floor which is 400mm considering the same we need deviation in this.	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
145.				the requirement in tender is with Air Suspension	Our Vehicle is not equipped with Air Suspension they are equipped with Hydraulic Suspension & the requirement in tender is with Air Suspension therefore considering the same we need deviation in this.	RFP Conditions shall Prevail
146.					A Bidder/member of consortium shall have manufactured and supplied to Urban Public Transport entity in India/Abroad, considering the same we need deviation in this. I. Manufactured & supplied atleast 100 electric buses in atleast 1 (One) of the last 5(five) financial years prior to Bid Due date, considering the same we need deviation in this point. II. Manufactured & supplied an aggregate of atleast 300 electric buses in the last 5(five) financial years prior to Bid Due date, considering the same we need deviation in this point.	RFP Conditions shall Prevail
147.		20	Cl 2.2.3 –	A Bidder / member of Consortium shall have manufactured and	A Bidder / member of Consortium shall have	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
			A) Technical Capacity:	supplied to Urban Public Transport entities in India/ Abroad2:	manufactured and supplied to Urban Public Transport entities in India/ ~~Abroad2~~	
148.		21	Cl 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~~ 500 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)~~ 1000 (One 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 1000 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
149.		35	2.23 Performance Security	Number of buses procured 220 Performance Security per bus Rs. 2 Lakh per bus	Number of buses procured 220 Performance Security per bus Rs. 1 Lakh per bus	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Performance Security for the total buses procured 220 × Rs. 2 Lakh = Rs. 4.4 Crore	Performance Security for the total buses procured **220 × Rs. 1 Lakh = Rs. 2.2 Crore**	
150.		19	Volume II 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
151.		56	Vol II, Cl 13.4.1 Prototype	The Operator shall, within 30 (thirty) days from the date of signing of this agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	The Operator shall, within 30 (thirty) days **(For 5m) and 6 months (For 7m)** from the date of signing of this agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	Please refer Corrigendum-I

<table>
<tr><th>S. No</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as per RFP</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr><td>152.</td><td></td><td>58</td><td>Vol II, Cl 13.6.1 Supply of Prototype</td><td>The Operator shall, no later than 30 (thirty) days from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype (including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.</td><td>The Operator shall, no later than 30 (thirty) days (For 5m) and 6 months (For 7m) from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype (including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.</td><td>Please refer Corrigendum-I</td></tr>
<tr><td>153.</td><td></td><td>194</td><td>Volume II 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>5m AC Buses</td><td>Minimum 50% of the Quantity awarded as per the LOA</td><td>Within 3 months from Appointed Date</td></tr>
<tr><td>2</td><td>5m AC Buses</td><td>Minimum 100% of the Quantity</td><td>Within 6 months from Appointed Date</td></tr>
</table></td><td>Request authority to kindly amend the Delivery Schedule for the 7M Low Floor AC Buses as below:
<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>5m AC Buses</td><td>Minimum 50% of the Quantity awarded as per the LOA</td><td>Within 3 months from Appointed Date</td></tr>
<tr><td>2</td><td>5m AC</td><td>Minimum 100%</td><td>Within 6 months</td></tr>
</table></td><td>Please refer Corrigendum -1</td></tr>
</table>

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				<table><tr><td></td><td></td><td>awarded as per the LOA</td><td></td></tr><tr><td>3</td><td>7m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within 9 months from Appointed Date</td></tr></table>	<table><tr><td></td><td>Buses</td><td>of the Quantity awarded as per the LOA</td><td>from Appointed Date</td></tr><tr><td>3</td><td>7m AC Buses</td><td>100% of the Quantity awarded as per the LOA</td><td>Within ~~9~~ **12 months** from Appointed Date</td></tr></table>	
154.		262	SCHEDULE -AA : Technical Specifications for Type-I buses	1.Introduction 7m, 400 mm floor height AC Bus (Low Floor) 5 m, 400 mm floor height AC Bus (Low Floor)	1.Introduction 7m, 400 mm floor height AC Bus (Low Floor) 5 m, ~~400~~ **350 mm** floor height AC Bus (Low Floor)	Please refer Corrigendum-I
155.		264	SCHEDULE -AA : Technical Specifications for Type-I buses	5.7 h Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (lates revision) with AC switched ON condition (Annual Average) 7 m AC: 0.8 kWh/km Note: Measurement shall be carried out at Gross Vehicle Weight (GVW) and HVAC/ VAC (if fitted in the	5.7 h Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average) 7 m AC: **0.85 kWh/km** **5 m AC: 0.75 kWh/km** Note: Measurement shall be carried	Please refer Corrigendum-I

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				vehicle) in operation (set temperature 24 ± 4 deg C)	out at Gross Vehicle Weight (GVW) and HVAC/ VAC (if fitted in the vehicle) in operation (set temperature 24 ± 4 deg C)	
156.		264	SCHEDULE -AA : Technical Specifications for Type-I buses	8. Suspension (Front & Rear) Air suspension at Front & Rear	8. Suspension (Front & Rear) Air suspension for 7m – Ok ~~Air suspension~~ **Mechanical Suspension** at Front & Rear for 5m	Please refer Corrigendum-I
157.		264	SCHEDULE -AA : Technical Specifications for Type-I buses	8.4.Controls (optional) Electronically controlled air suspension system	8.4.Controls (optional) Electronically controlled ~~Air suspension~~ **Mechanical Suspension** system for 5m	RFP Conditions shall Prevail
158.		264	SCHEDULE -AA : Technical Specifications for Type-I buses	9.Steering Power steering with height and angle adjustment. As per manufacturers design	9.Steering Power steering ~~with~~ without height and angle adjustment. As per manufacturers design for 5m	RFP Conditions shall Prevail
159.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	12. Electrical system for auxiliary devices 24V DC	12. Electrical system for auxiliary devices ~~24V~~ DC 12V for 5m	Please refer Corrigendum-I

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
160.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	12.1 Batteries (ancillaries' equipment and light and light signaling devices) Low maintenance type leads acid batteries for 24 V & Min 100 Ah system- performances as per BIS: 14257- 1995(latest).	12.1 Batteries (ancillaries' equipment and light and light signaling devices) Low maintenance type leads acid batteries for ~~24 V & Min 100 Ah system~~ 12 V & Min 75 Ah system - performances as per BIS: 14257- 1995(latest) for 5m	Please refer Corrigendum-I
161.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	12.2 Electrical wiring & controls - type Multiplexing type: As per UBS-II and AIS:153. Dust and water ingress protection conforming to IP 67	12.2 Electrical wiring & controls - type Multiplexing not available for 5m 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.	Please refer Corrigendum-I
162.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	15 The minimum range on single charge: 160 kms (at 80% SoC) for 7 m bus, 140 kms (at 80% SoC) for 5 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for	15 Kindly consider The minimum range on single charge Calculated Range ~~160~~ 140 km (at 80% SoC) for 7m AC variant Kindly consider The minimum range on single charge Calculated Range ~~140~~ 80 km (at 80% SoC) for 5m AC	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				AC buses) along with all system operations. One opportunity fast charging of up to 30 minutes (depot- in, depot-out basis or at any terminal) is allowed for operation upto 200 kms for 7m/ 5m,	variant	
163.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	16.2 B Wheel area clearance (mm) > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	16.2 B Wheel area clearance (mm) ~~> 220 mm~~ 200 mm for parts fixed to bus body & ~~> 170 mm~~ 136 mm for the parts moving vertically with axle For 5m	Please refer Corrigendum-I
164.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	16.2 C Minimum ground clearance at GVW Within the wheelbase not less than 240mm.	16.2 C Minimum ground clearance at GVW Within the wheelbase not less than ~~240mm~~ 200 mm for 5m	Please refer Corrigendum-I
165.		265	SCHEDULE -AA : Technical Specifications for Type-I buses	17. Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates (in case of low floor bus) Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturer design. - 2 nos. of service	17. Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates (in case of low floor bus) Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturer design. - ~~2 nos~~. 1 no of service Doors for 5m	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				Doors Driver Door as per CMVR/AIS: 052, Emergency Exits as per CMVR/AIS:052 & AIS:153	Driver Door as per CMVR/AIS:052 – **Optional for 5m**, Emergency Exits as per CMVR/AIS:052 & AIS:153	
166.		266	SCHEDULE -AA : Technical Specifications for Type-I buses	17 A Operating mechanism Passenger Door: Power operated Electro pneumatically controlled Driver Door: Manually Operated	17 A Operating mechanism Passenger Door: Full Electric Door Driver Door (Optional for 5m): Manually Operated	RFP Conditions shall Prevail
167.		266	SCHEDULE -AA : Technical Specifications for Type-I buses	17 D Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped Mandatory.	17 D Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped – Optional for 5m	RFP Conditions shall Prevail
168.		266	SCHEDULE -AA : Technical Specifications for Type-I buses	17.1 E Number of gates 2No.	17.1 E Number of gates ~~2No~~ 1 No for 5m	Please refer Corrigendum-I
169.		266	SCHEDULE -AA : Technical Specifications for	18.F Device to lock wrapped up ramp As per AIS:153 / UBS-II	18.F Device to lock wrapped up ramp - Optional for 5m	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
			Type-I buses			
170.		266	SCHEDULE -AA : Technical Specifications for Type-I buses	18 G Mode of operation for Ramp As per AIS:153	18 G Mode of operation for Ramp Manual for 5m	RFP Conditions shall Prevail
171.		267	SCHEDULE -AA : Technical Specifications for Type-I buses	19.5 E Side Window /Rear Windshield Glass specifications Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = 5 mm	19.5 E Side Window /Rear Windshield Glass specifications Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = ~~5 mm~~ 4mm for 5m	RFP Conditions shall Prevail
172.		268	SCHEDULE -AA : Technical Specifications for Type-I buses	19.5 F Other glasses - material specs, thickness etc. (If Provided). Toughened as per IS:2553 (Part-2) 2019 latest revision of Thickness = 5 mm	19.5 F Other glasses - material specs, thickness etc. (If Provided). Toughened as per IS:2553 (Part-2) 2019 latest revision of Thickness = ~~5 mm~~ 4mm for 5m	RFP Conditions shall Prevail
173.		261	SCHEDULE -AA : Technical Specifications for Type-I buses	19.7 B Passenger Seat Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements	The gangway shall be as per ~~UBS-II~~ AIS 052.	Please refer corrigendum-I.

<table>
<tr><th>S. No</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as per RFP</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr><td></td><td></td><td></td><td></td><td>as per the AIS:052 for Type I application.
Flammability of passenger seat components as per IS:15061:2002 amended from time to time
The gangway shall be as per UBS-II</td><td></td><td></td></tr>
<tr><td>174.</td><td></td><td>268</td><td>SCHEDULE -AA : Technical Specifications for Type-I buses</td><td>19.7 E Minimum seating capacity
For wheelchair compatible buses:
7-meter bus (13 seats + wheelchair + Driver)
5-meter bus (11 seats + wheelchair + Driver)</td><td>19.7 E Minimum seating capacity
For wheelchair compatible buses:
7-meter bus (13 seats + wheelchair + Driver)
5-meter bus (~~11~~ 10 seats + wheelchair + Driver)</td><td>RFP Conditions shall Prevail</td></tr>
<tr><td>175.</td><td></td><td>269</td><td>SCHEDULE -AA : Technical Specifications for Type-I buses</td><td>25. ITS enabled bus
<table>
<tr><th>SN</th><th>Type of Equipment</th><th>(Qty)</th><th>Remarks</th></tr>
<tr><td>1</td><td>Passenger Display Boards as per IS:16490 or latest specifications</td><td>3</td><td>Internal, Front and Rear for 7m & 5m Buses</td></tr>
<tr><td>2</td><td></td><td>4</td><td>The</td></tr>
</table></td><td>25. ITS enabled bus for 5m
<table>
<tr><th>SN</th><th>Type of Equipment</th><th>(Qty)</th><th>Remarks</th></tr>
<tr><td>1</td><td>Passenger Display Boards as per IS:16490 or latest specifications</td><td>3 2</td><td>Internal, Front for 5m Buses</td></tr>
</table></td><td>RFP Conditions shall Prevail</td></tr>
</table>

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP				Queries /Clarification of the bidder				MTC's Response
					Speaker	(Internal) + 2 (external)	external speakers are for emergency public announcements.	2	Speaker	4 (Internal) + 2 (external) 2		
				3	Amplifier	1		3	Amplifier	1	No external Amplifier	
				4	Fully ITS compliant	1	As per IS:16490 specifications and amendment 2 or latest.	4	Fully ITS compliant	1	As per IS:16490 specifications and amendment 2 or latest.	
				5	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.	5	DDU	1	As per IS:16833 annexure C Amendment 2 or	
				6	CCTV Camera with 4G/ 5G eSIM	3 1	Internal and External with minimum 30 days backup storage					

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				<table><tr><td></td><td>MNVR</td><td></td><td>as per IS:16833 annexure C 4 or 8 channel minimum 2 TB NVR for recording</td></tr><tr><td>7</td><td>Panic Button</td><td>Each row of the seat</td><td>As per AIS:140 Specifications</td></tr><tr><td>8</td><td>Camera based Passenger Counters</td><td>1</td><td>At each door as per the specifications in Annexure 1 below</td></tr></table>	<table><tr><td></td><td></td><td></td><td>latest.</td></tr><tr><td>6</td><td>CCTV Camera with 4G/ 5G eSIM MNVR</td><td>3 1</td><td>Internal and External with minimum 30 days backup storage as per IS:16833 annexure C 4 or 8 channel minimum 2 TB NVR for recording</td></tr><tr><td>7</td><td>Panic Button</td><td>Each row of the seat</td><td>As per AIS:140 Specifications</td></tr><tr><td>8</td><td>Camera based Passenger</td><td>1</td><td>At each door as per</td></tr></table>	

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
					Counters / the specifications in Annexure 1 below	
176.		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
177.		271	SCHEDULE -AA: Technical Specifications	25.ITS enabled bus Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification	2 IP cameras & 1 reverse camera can be given for 5m	RFP Conditions shall Prevail

S. No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
				document IS 16833:2018 or latest CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real- time feed enabled at DDU and provision for integration with central ITMS		
178.		272	SCHEDULE -AA: Technical Specifications	26.5 Stanchions: As per Manufacturer design. MS tubing or OEM make of min. 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052 However, it is advised to install the Stanchion pipe from floor to the roof.	26.5 Stanchions: for 5m As per Manufacturer design. MS tubing or OEM make of min. ~~38~~ 32 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052 However, it is advised to install the Stanchion pipe from floor to the roof.	RFP Conditions shall Prevail
179.		272	SCHEDULE -AA: Technical Specifications	26.14 Passenger safety system Bus should move only when the doors are closed and the Bus doors should open only when the bus is completely brought to a halt.	Kindly make Optional for 5m.	RFP Conditions shall Prevail
180.		273	SCHEDULE -AA: Technical Specifications	30.3 Destination boards Three Destination Board: Internal, Front and Left side (UV resistant)	30.3 Destination boards for 5m Three Two Destination Board: Internal, Front ~~and Left side (UV resistant)~~ for 5m	RFP Conditions shall Prevail
181.		275	SCHEDULE -AA: Technical	Note : 11. Manufacturers need to meet high safety standards for battery	Note : 11. Manufacturers need to meet high safety standards for	RFP Conditions shall Prevail

<table>
<tr><th>S. No</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as per RFP</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr><td></td><td></td><td></td><td>Specifications</td><td>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.</td><td>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.</td><td></td></tr>
<tr><td>182.</td><td></td><td>277</td><td>SCHEDULE -AA: Technical Specifications</td><td>Annexure-1
A. Feature and Functionality
6.Power Supply should be 24V DC</td><td>Annexure-1
A. Feature and Functionality
6.Power Supply should be ~~24V~~ 12V DC for 5m</td><td>RFP Conditions shall Prevail</td></tr>
<tr><td>183.</td><td></td><td>280</td><td>SCHEDULE -AA: Technical Specifications</td><td>Annexure 2
B.Technical Specifications
FCS Device Specifications (Per bus)
<table><tr><th>Parameter</th><th>Minimum Specification</th></tr><tr><td>Device Type</td><td>Rugged, Android-based all-in-one POS terminal</td></tr><tr><td>Operating System</td><td>Android 10.0 or higher</td></tr><tr><td>Display</td><td>≥ 10" capacitive touchscreen, minimum 1280x720 resolution</td></tr></table></td><td>Annexure 2
B.Technical Specifications
FCS Device Specifications (Per bus)
<table><tr><th>Parameter</th><th>Minimum Specification</th></tr><tr><td>Device Type</td><td>Rugged, Android-based all-in-one POS terminal</td></tr><tr><td>Operating System</td><td>Android 10.0 or higher</td></tr><tr><td>Display</td><td>~~≥ 10"~~ 4" and above capacitive touchscreen, minimum</td></tr></table></td><td>RFP Conditions shall Prevail</td></tr>
</table>

<table>
<tr><th>S. No</th><th>Section No.</th><th>Page No.</th><th>Para No/ Clause No.</th><th>Description as per RFP</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr>
<td></td><td></td><td></td><td></td>
<td>
<table>
<tr><td>Processor</td><td>Quad-core ARM Cortex ≥ 1.3 GHz</td></tr>
<tr><td>Memory</td><td>≥ 4 GB RAM / 32 GB internal storage</td></tr>
<tr><td>Connectivity</td><td>≥ 4G LTE, Wi-Fi (802.11 b/g/n), Bluetooth 4.2</td></tr>
<tr><td>GPS</td><td>Integrated GNSS (GPS + GLONASS/BeiDou)</td></tr>
<tr><td>Battery</td><td>≥ 5000 mAh internal battery + 12V/24V bus power support</td></tr>
</table>
</td>
<td>
<table>
<tr><td></td><td>1280x720 resolution</td></tr>
<tr><td>Processor</td><td>Quad-core ARM Cortex ≥ 1.3 GHz</td></tr>
<tr><td>Memory</td><td>≥ 4 GB RAM / 32 GB internal storage</td></tr>
<tr><td>Connectivity</td><td>≥ 4G LTE, Wi-Fi (802.11 b/g/n), Bluetooth 4.2</td></tr>
<tr><td>GPS</td><td>Integrated GNSS (GPS + GLONASS/BeiDou)</td></tr>
<tr><td>Battery</td><td>≥ 5000 mAh ~~internal battery +~~ 12V/24V bus power support

Inbuilt battery not available</td></tr>
</table>
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<td></td>
</tr>
<tr><td>184.</td><td></td><td>282</td><td>SCHEDULE -AA:</td><td></td><td>For 5M</td><td>RFP Conditions shall Prevail</td></tr>
</table>

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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</th><th>Queries /Clarification of the bidder</th><th>MTC's Response</th></tr>
<tr><td></td><td></td><td></td><td>Technical Specifications</td><td>
<table>
<tr><th>#</th><th>Type of Equipment</th><th>7m/ 5m Buses (Qty)</th><th>Remarks</th></tr>
<tr><td>1.</td><td>Passenger Display Boards System (Complete With Controller and 4 LDBS boards)</td><td>4</td><td>As per IS:16490 specifications Internal, Front, Left Side, and Rear</td></tr>
<tr><td>2.</td><td>Speaker</td><td>4</td><td></td></tr>
</table>
</td><td>
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2 - For 5m</td><td>As per IS:16490 specifications Internal, Front, Left Side, and Rear</td></tr>
<tr><td>2</td><td>Speaker</td><td>~~4~~2</td><td></td></tr>
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</td><td></td></tr>
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