Corrigendum for "Procurement, Supply, Operation and Maintenance of 300 AC 7metre Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure under Gross Cost Contract" – Tender I.D. No: 2026_MTC_668487_1.

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 16 of DCA	70	16.8.5 Fare Collection System	A. II. FCS devices shall support multiple digital payment modes including QR code, UPI, NCMC, App-based, Card-based (Credit /Debit) and cash payments and shall be integrated with ticket printer.	Pt. No. A.II. of Clause 16.8.5 in Article 16 of DCA is modified as follows: A. II. FCS devices shall support multiple digital payment modes including QR code, UPI, NCMC, App-based, Card-based (Credit /Debit) and cash payments and shall be integrated with ticket printer. In addition to these payment modes, there should be an option for validation of pass holders in the FCS by provision of a "Pass" icon in the interface.
3.	Article 17 of DCA	74	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

S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
					appropriate evidences/ proof submitted by the Operator
4.	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 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;
5.	Article 20 of DCA	90	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.	Clause 20.8.2 of Article 20 of the DCA 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
6.	Article 27 of DCA	107	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 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	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

<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>with this Clause 27.1.6 shall result in the Authority Event of Default.</td><td>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>7.</td><td>Schedule-L of DCA</td><td>197</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 three (3) depot locations listed in Schedule-A of this DCA.
. ~~1 (one) Simulator for driver training in each Depot~~ ~~Simulators for driver training~~</td></tr>
<tr><td>8.</td><td>Schedule-G of DCA</td><td>187</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>7m AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within 3 months from Appointed Date</td></tr><tr><td>2</td><td>7m AC Buses</td><td>Minimum 75% 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>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><tr><td>1</td><td>7m AC Buses</td><td>Minimum 25% of the Quantity awarded as per the LOA</td><td>Within ~~3~~ 6 months from Appointed Date</td></tr><tr><td>2</td><td>7m AC Buses</td><td>Minimum 75% 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>9.</td><td>Schedule-P of DCA</td><td>217</td><td>Annex-1 On-board devices</td><td><table><tr><th>Sr. No.</th><th>Type of Equipment</th><th>7m (Qty)</th><th>Remarks</th></tr><tr><td>1</td><td>Passenger Display Boards</td><td>4</td><td></td></tr></table></td><td>Sr. No. 1 of Annex-1 in Scheule-P of DCA is modified as follows:<table><tr><th>Sr. No.</th><th>Type of Equipment</th><th>7m (Qty)</th><th>Remarks</th></tr></table></td></tr>
</table>

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<tr><td></td><td></td><td></td><td></td><td></td><td>
<table>
<tr><td>1</td><td>Passenger Display Boards</td><td>~~Four~~ 3 nos (Internal, Front & Rear)</td><td></td></tr>
</table>
</td></tr>
<tr><td>10.</td><td>Schedule-P of DCA</td><td>217</td><td>Annex-1 On-board devices</td><td>
<table>
<tr><th>Sr. No.</th><th>Type of Equipment</th><th>7m (Qty)</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 of Annex-1 in Scheule-P of DCA is modified as follows:
<table>
<tr><th>Sr. No.</th><th>Type of Equipment</th><th>7m (Qty)</th><th>Remarks</th></tr>
<tr><td>6</td><td>CCTV with MDVR</td><td>3</td><td>Internal and External with minimum ~~30~~ 90 days backup storage</td></tr>
</table>
</td></tr>
<tr><td>11.</td><td>Schedule-P of DCA</td><td>217</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>12.</td><td>SCHEDULE-AA of DCA</td><td>261</td><td>S. No. 12.2</td><td>12.2. Electrical wiring & controls - type

Multiplexing type: As per UBS-II and AIS:153. Dust and water ingress protection conforming to IP 67</td><td>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</td></tr>
</table>

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<tr><td>13.</td><td>Schedule-P of DCA</td><td>254</td><td>S. No. 17</td><td>
<table>
<tr><th>S. No.</th><th>Description</th><th>Technical Specification</th></tr>
<tr><td>17</td><td>Bus Gates/ Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates (in case of low floor bus)</td><td>Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturer design.
- 2 nos. of service Doors
Driver Door as per MVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153</td></tr>
</table>
</td><td>S. No. 17 in SCHEDULE-AA of DCA is modified as follows:

<table>
<tr><th>S. No.</th><th>Description</th><th>Technical Specification</th></tr>
<tr><td>17</td><td>Bus Gates/ Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates (in case of low floor bus)</td><td>Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturer design.
- 2 nos. of service Doors
Driver Door as per ~~MVR~~ CMVR/ AIS:052, Emergency Exits as per CMVR/ AIS:052 & AIS:153</td></tr>
</table>
</td></tr>
<tr><td>14.</td><td>Schedule-AA of DCA</td><td>256</td><td>18. M. Other Technical requirement</td><td>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,</td><td>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.~~</td></tr>
</table>

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S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
				etc. with built-in safety parameters to avoid any slippage.	~~with built in safety parameters to avoid any slippage.~~
15.	Schedule-AA of DCA	257	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) 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	S. No. 19.7. B. of Schedule-AA of DCA is modified as follows: B. Passenger Seat Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS:15061:2002 amended from time to time The gangway shall be as per UBS-II/ AIS 052.
16.	Schedule-AA of DCA	260	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 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.
17.	Schedule-AA of DCA	263	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

<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>inspection of the Buses ~~to the respective cities~~ prior to the delivery of first Lot Vehicle.</td></tr>
<tr><td>18.</td><td>Schedule-AA of DCA</td><td>264</td><td>Note</td><td>16. Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified herein above in the Buses. Scope related to the NCMC based Ticket Validator and AFCS is not in scope of the Operator. However, the Operator needs to provide necessary AC/DC power arrangement for the NCMC based ticket validator near the gates of the buses as per the best industry practices. The bidder shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Bidder is responsible for regular maintenance ITS equipment installed by throughout the Concession Period. The Contractor and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of the ITS equipment provided by Bidder to the Authority's ITMS. The Authority can mount any equipment in the Buses provided by the Bidder at its own cost and the Bidder shall be responsible for the safety and security of such equipment during the Concession Period.</td><td>Pt. No. 16 of Note in Scheule-AA of DCA is modified as follows:

Integration to Existing ITMS & FCS : Bidder shall provide the complete ITS & FCS as specified herein above in the Buses. ~~Scope related to the NCMC based Ticket Validator and AFCS is not in scope of the Operator. However,~~ The Operator needs to provide necessary FCS arrangements including power ~~for the NCMC based ticket validator~~ near the gate/ appropriate location within the buses as per the best industry practices. The bidder shall also ensure to supply equipment compatible with existing ITS & FCS of Authority so as to enable smooth integration. Bidder is responsible for regular maintenance of ITS & FCS equipment installed throughout the Concession Period. The Contractor and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of the ITS & FCS equipment provided by Bidder to the Authority's ITMS. The Authority can mount any equipment in the Buses provided by the Bidder at its own cost and the Bidder shall be responsible for the safety and security of such equipment during the Concession Period.</td></tr>
<tr><td>19.</td><td>Annexure-2 of Schedule-AA of DCA</td><td>269</td><td>A. Functional Requirements</td><td><table><tr><th>Functional Area</th><th>Requirement Description</th></tr><tr><td>Ticket Issuance</td><td>Each passenger shall receive a printed ticket with dynamic QR code, fare</td></tr></table></td><td>Annexure-2 of Schedule-AA of DCA is modified as follows:

<table><tr><th>Functional Area</th><th>Requirement Description</th></tr><tr><td>Ticket Issuance</td><td>Each passenger shall receive a printed ticket with ~~dynamic~~ unique QR code, fare</td></tr></table></td></tr>
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S. No.	Section No.	Page No.	Para No/ Clause No.	Description as Per RFP/ DCA	Amended Clause
				amount, timestamp, and trip ID.	amount, timestamp, and trip ID.
20.	Schedule-AA of DCA	271	-	**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**
21.	Schedule-AB of DCA	281	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.

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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
1.	RFP	16	2.1.16	Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Applicant in the course of its normal business	We request the Authority to kindly consider the following: 1. Financial Qualification: We request the Authority to consider the financial qualification based on the audited financial years FY 2022–23, FY 2023–24, and FY 2024–25. Since the latest financial may not be audited at the time of submission of bid. 2. Technical Qualification: For technical eligibility, we request the Authority to consider the experience criteria based on the preceding years from the bid due date, i.e., up to FY 2025–26.	RFP Conditions shall Prevail.
2.	DCA	254 & 255	Schedule AA- point 17	2 nos. of service Doors	we request authority to changes the number of service door to 1 nos. as fitting 2 doors in 7m buses will limit the seating capacity of the buses.	RFP Conditions shall Prevail. **Clarification:** Two (2) numbers of Service Doors are mandatory. The passenger entry/ exit shall be permitted only through the front door (left side of the driver). The middle door is exclusively reserved for wheelchair access

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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
						and emergency purposes.
3.	DCA	263	Schedule AA- Note	Bidder to submit the CMVR type approval certificate for the allocated bus at the time of final inspection of the Buses to the respective cities.	we request authority that we submit CMVR Type approval certificate at the time of delivery of vehicle as per the appendix 13- SELF-DECLARATION FOR TESTING CERTIFICATE	Please refer Corrigendum-I
4.	DCA	89	20.2	20.2.2 Breakdown Factor shall be equal to the quotient of the aggregate number of Breakdowns of all Buses multiplied by 10,000 (ten thousand) and divided by the cumulative distance travelled by all Buses in that month. 20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.	The Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). This is highly impossible to achieve in practice. As such it is likely that there will be always high amount of penalty resulting to higher rates in Tender.	RFP Conditions shall Prevail.

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5.	DCA	98	22.1.2	c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Monthly Assured Kilometers)	Request formula to be revised as : Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 75%* (actual Bus Kilometers - Monthly Assured Kilometers	RFP Conditions shall Prevail.
6.	DCA	99	22.1.6	In the event Bus Kilometers is not captured by ITMS on account of default of authority, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer	Also, in the event Bus Kilometers is not captured by ITMS on account of Operator default, the odometer reading of such fleet for the performed trips should be referred for calculation of Bus Kilometer	RFP Conditions shall Prevail.
7.	RFP	3	Clause No. 2	INR 1,50,00,000/- (One Crore Fifty Lakh Rupees Only) [INR 50,000/- (Fifty Thousand Rupees Only) Per Bus] to be submitted through the Tamil Nadu Government eProcurement portal (TNTENDER) in the form of Electronic Bank Guarantee (e-BG).	Requesting Authority to consider Insurance Surety Bond also as Bid Security.	RFP Conditions shall Prevail.
8.	DCA	21, 30 & 74	Fare Collection System	As this is a conductor less operation, the entire Fare Collection System (FCS),	Requesting to kindly keep the Fare Collection in scope of Authority, similar to other GCC	RFP Conditions shall Prevail.

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S: No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
			(FCS)	including supply, installation, operation, and maintenance of driver operated FCS devices and its allied software and its integration with MTC's existing fare collection system shall be the obligation of the Operator as specified in Clause 16.8. -less E-buses, the Operator shall provide appropriate training to the drivers to operate FCS devices including relevant training to handle Android based devices/applications and issue of tickets to the passengers. Driver to hand over the daily cash collected to the Authority (Depot Cashier) by end of the duty along with reconciliation statement generated in the FCS device	Electric Bus tenders across India.	
9.	DCA	258	SCHEDULE-AA: Technical Specifications for Type-I buses 24.3 A – Fuse	As per AIS:052. Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area - One at the rear compartment.	Requesting Authority to consider: Battery cut off (Total Two) - One electronic on driver Dashboard area - One at the rear compartment.	RFP Conditions shall Prevail.

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S: No	Section No.	Page No.	Para No/ Clause No.	Description as per RFP	Queries /Clarification of the bidder	MTC's Response
			B - Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts C - Location of cables away from heat sources D - Type approval of circuit diagram as per standards related to electric equipment's /wiring E - Battery cut - off switch (isolator switch)			

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10.	DCA	259	25. ITS Enabled Bus	iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a centralized ITMS server. 1. Timestamp 2. Odometer reading 3. Vehicle Status 4. SoC (State of Charge) 5. SoH (State of Health) 6. Speed 7. Acceleration 8. Voltage (pack and cell level) 9. Current (pack and cell level) 10. Power 11. Charger Current 12. Charger Voltage 13. Ambient temperature 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17. Coolant Temperature	Requesting Authority to consider: 9) Current value only available at Battery pack level.	RFP Conditions shall Prevail.

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11.	DCA	260	26.3	Handrails minimum length*diameter*height above floor in mm – Colour contrasting and slip resistant sleeves with MS tubing or as per OEM make of min. 32 mm dia, 3 mm thick/ powder coated/hammer toned rest as per AIS:052	Requesting Authority to consider : Aluminium extruded tubes with inner ribs of 32 mm dia, 3.15 mm thick/ powder coated provided.	RFP Conditions shall Prevail.
12.	DCA	260	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.	Requesting Authority to consider: Aluminium extruded tubes with inner ribs of 40 mm dia, 3.15 mm thick/ powder coated provided.	RFP Conditions shall Prevail.
13.	DCA	264	Note: Point No 16	16. Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified herein above in the Buses. Scope related to the NCMC based Ticket Validator and AFCS is not in scope of the Operator. However, the Operator needs to provide necessary AC/DC power arrangement for the NCMC based ticket validator near	Requesting Authority to consider: NCMC & AFCS will be in the scope of authority, we will provide AC/DC supply as required.	Please refer Corrigendum-I.

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				the gates of the buses as per the best industry practices. The bidder shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Bidder is responsible for regular maintenance ITS equipment installed by throughout the Concession Period. The Contractor and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of the ITS equipment provided by Bidder to the Authority's ITMS. The Authority can mount any equipment in the Buses provided by the Bidder at its own cost and the Bidder shall be responsible for the safety and security of such equipment during the Concession Period.		

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14.	DCA	26 4	Note: Point No 17	17. The batteries shall be picked-up, transported and processed according to international good practices in all related fields, including fire safety, road safety and occupational health and safety. All batteries shall undergo a state-of health assessment with a view to determine their reuse/repurposing potentials. Batteries, battery modules and battery cells found suitable for reuse/repurposing shall be used accordingly. Batteries, battery modules and battery cells found unsuitable for reuse/repurposing shall be recycled. Recycling is to be conducted in-line with international good practices and with the aim to effectively prevent emissions of hazardous substances, recover embedded raw materials and reduce waste volumes for disposal. The	Requesting Authority to explain the rationale of this point & what documents are required to be submitted in this regard.	RFP Conditions shall Prevail. The clause is self-explanatory.

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				applied recycling processes shall at least achieve a recycling efficiency of 50% (at least 50% of the mass of the battery is recycled) and enable the recovery of copper, cobalt and nickel. All conducted steps shall be conducted in full compliance with applicable national land international laws and regulations. The operator taking over the batteries shall submit evidence for compliance with the requirements above.		
15.	DCA	75	16.8.5	The Passenger count and the actual ticket sales shall be verified through Automatic Passenger Count (APC) Cameras & CCTV cameras and MTC ticket inspectors.	Request to delete this clause as there are multiple entry/exit doors in the bus	RFP Conditions shall Prevail. **Clarification:** Two (2) numbers of Service Doors are mandatory. The passenger entry/ exit shall be permitted only through the front door (left side of the driver). The middle door is exclusively reserved for wheelchair access and emergency purposes.

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16.	DCA	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
17.	DCA	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.
18.	DCA	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 integration should be the responsibility of the Operator.	RFP Conditions shall Prevail.

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19.	DCA	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.
20.	DCA	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.
21.	DCA		Schedule AA	Fare Collection System devices and its allied software shall be integrated with MTC's existing fare collection system.		RFP Conditions shall Prevail.
22.	DCA	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.

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23.	DCA	272	Schedule AA Annexure 2	Back-Office Cloud Platform Minimum Specifications	Request Authority to remove the clause	RFP Conditions shall Prevail.
24.	DCA	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.
25.	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.
26.	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	Please refer Corrigendum-I

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27.	DCA	258	Schedule AA 16.D	Floor Height above ground: 400 mm for Low Floor Bus	Request authority to amend : Floor Height above ground: 900 mm for Low Floor Bus	RFP Conditions shall Prevail.
28.	DCA	257	Schedule AA 8.3	Kneeling: Min. 60 mm entry /exit side collectively	Request authority to delete the requirement for 900 mm floor height	RFP Conditions shall Prevail.
29.	DCA	266	Schedule AA Note 10	Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller	Request authority to remove the wording lifetime warranty	RFP Conditions shall Prevail.
30.	RFP	22	Clause 2.3	All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.	To be modified: Any information supplied by Bidder shall remain the sole property of Bidder itself.	RFP Conditions shall Prevail.

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31.	DCA	16	4.3 (a)	In the event that the Authority does not procure fulfillment 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 fulfillment of such Condition Precedent, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay beyond the Scheduled CP Satisfaction Date until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set	Whether the 90 day CP completion timeline can be extended by mutual agreement beyond the existing exceptions	RFP Conditions shall Prevail.

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				out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfillment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfill any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.3 until the date on which the Operator shall have procured fulfillment of the relevant Conditions Precedent specified in Clause		

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				4.1.3.		
32.	DCA	21	5.1.16	As this is a conductor less operation, the entire Fare Collection System (FCS), including supply, installation, operation, and maintenance of driver-operated FCS devices and its allied software and its integration with MTC's existing fare collection system shall be the obligation of the Operator as specified in Clause 16.8.	To be determined if the same is an NCC contract as the fare collection is in the scope of Operator.	RFP Conditions shall Prevail.
					How the Data-ownership and integration protocol with MTC back-end system?	Data ownership will lie with MTC.
					How will Liability for revenue leakage from hardware/ software malfunction will be handled?	Please refer Clause No. 16.8 & Table-H of Schedule-S from the DCA. **Clarification:** With respect to the revenue leakage due to software malfunction, it will be the obligation of the Authority.
					Who bears cost of upgrades if MTC changes the fare system architecture?	RFP Conditions shall Prevail.
33.	DCA	27	5.6	The Buses or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Operator or	Tata Buses also have a logo on the sides, we may not be able to fulfill this criteria.	RFP Conditions shall Prevail.

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				its shareholders, save to the extent as provided in Clause 16.7. Provided that, the Operator may affix the brand logo, make and model of the Bus at the front and rear end of the Bus. The Operator undertakes that it shall not, in any manner, use the name or identity of its shareholders to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Operator may, at every Maintenance Depot, display its own name at a spot where other public notices are displayed for the Users.		
34.	DCA	29	5.13 (a)	The Operator shall provide a driver with valid driving license issued by the competent authorities under the Applicable Laws,	The lower limit of the age of drivers to be revised to 20.	RFP Conditions shall Prevail.

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				including Motor vehicles Act, 1988 having experience of 2 years to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge, age within 24 to 60 years.		
35.	DCA	31	5.13 (u)	The Operator shall train the driver in handling daily ticket fare collection from commuters (collected as cash) and to remit the same to the associated depot authority/depot cashier on daily basis after end of the duty	The cash collection have to be dealt separately.	RFP Conditions shall Prevail.
36.	DCA	33	6.1.2 (e)	procure and provide to the Operator, electricity connections (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V only up to pillar of LT distribution transformer(s) at Maintenance Depots specified in Schedule-A for	The HT metering should be supported by our charging infrastructure. To be inspected manually on each of the depot location.	RFP Conditions shall Prevail.

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				charging of the Buses and operation of the Charging Infrastructure, along with all requisite permissions, approvals and licenses in relation to the utilization by the Operator of such electricity connection. The maintenance of the electricity connections transformer up to 415 V at the locations of the Maintenance Depots shall be in the scope of Authority;		
37.	DCA	35	6.1.4	Authority shall have the right to prepare and monetize the carbon assets generated if any. This means that it shall have the right to register the project under any scheme launched by the Government of India in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Buses and any carbon credits generated from bus	Since the owner of the Buses is Operator, the carbon credits to be monetized by Operator itself.	RFP Conditions shall Prevail.

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				operations during the Concession Period shall be attributable solely to the Authority.		
38.	DCA	44	10.2.2	In consideration of the license fee of Re.1 (Rupee One) per annum, this Agreement and the covenants and warranties on the part of the Operator herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Operator, effective from the dates specified in this Clause 10.2, leave and license rights in respect of the Maintenance Depots at is the locations described, delineated and shown in Schedule- A hereto (the "Licensed Premises"), free of any Encumbrances, to develop, equip, operate and maintain the said Licensed Premises, together with all and singular rights, liberties,	Payment of stamp duty & Registration is mandatory for such arrangement. To be considered accordingly.	RFP Conditions shall Prevail.

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				privileges, easements and appurtenances whatsoever to the said Licensed Premises, any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of this Agreement and, solely for the purposes permitted under this Agreement, and for no other purpose whatsoever. The rights and obligations of the Operator over the Licensed Premises shall be co-terminus with its rights and obligations under this Agreement either by efflux of time or otherwise in accordance with the terms of this Agreement.		
39.	DCA	45	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	What constitutes "Minimum Depot Specifications? What happens if the depot land is under litigation or has service line obstructions? Whether the Operator can demand alternate depots if site disputes arise?	RFP Conditions shall Prevail. Article 6 & Article 10 of DCA abundantly clarifies.

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				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.		
40.	DCA	58	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	The timeline of prototype should be dependent on the number of changes proposed by the Authority, to be revised accordingly	RFP Conditions shall Prevail.

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				Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.		
41.	DCA	58	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.	For submission of the prototype, the Damages should be reasonable. It is recommended to keep the Damage as 0.5% per month	RFP Conditions shall Prevail.
42.	DCA	59	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	It is recommended to keep the 0.1% of the PS per bus per week. Also, the delay should be exempted for any event that is beyond reasonable control of the Operator.	RFP Conditions shall Prevail.

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				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.		
43.	DCA	63	14.3	If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day	The Damages for delay should be 0.1% per bus per week from the COD. Maximum capping should be proposed. Events beyond reasonable control should be exempted.	RFP Conditions shall Prevail.

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				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.		
44.	DCA	66	15.4.2	Notwithstanding anything to the contrary contained in this Article 15, the cumulative costs relating to all Change of Scope Orders for provision of works and services shall not exceed 5% (five percent) of the Total Project Cost during the Concession Period.	The maximum capping should be removed on cost of change of scope	RFP Conditions shall Prevail.

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45.	DCA	68	16.2.2	The Operator shall ensure that the Ensure that maintenance depots are adequately staffed with skilled personnel - including representation of women personnel, equipped with requisite equipment, plant and machinery and stocked with Consumables, so as to ensure compliance with the Operations and Maintenance standards provided in this Agreement.	Representation of woman personnel may not be practically possible on site	RFP Conditions shall Prevail.
46.	DCA	74	16.8.5	Fare Collection System	The Fare collection System to be verified if the same is practically feasible for Tata Motors	RFP Conditions shall Prevail.
47.	DCA	116	29.1	As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean, save and except as expressly provided otherwise, occurrence in India of any Non- Political Event, Indirect Political Event and Political Event, as defined in Clauses 29.2,	The Word occurrence in India is to be removed	RFP Conditions shall Prevail.

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48.	DCA	118	29.5.2	The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.	The timeline of 7 days should be optional	RFP Conditions shall Prevail.
49.	DCA	147	37.6.1	Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any loss of profit or for any other indirect or consequential damages or losses that may be suffered in connection with this Agreement.	The word Except as otherwise to be removed	RFP Conditions shall Prevail.

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50.	DCA	160	43	"Breakdown" means the mechanical failure of a bus that prevents the bus from being in operation or impedes the operation so much that it is impossible or dangerous to operate, provided that such mechanical failure has not arisen on account of any accidents, vandalism, arson, riots or natural calamities;	The definition should be restricted to breakdown due to mechanical failure and not because of riots or natural calamities	RFP Conditions shall Prevail.
51.	DCA	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.
52.	General		Un-capped penalties	Below are the list of uncapped penalties. 1. Safety related infractions 2. IT data availability below	Requesting authority to cap all penalties and infraction at 5% of Performance security.	RFP Conditions shall Prevail.

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				98%. 3. Delay in fulfilling Conditions Precedents 4. Delay in completing the Fit-out works 5. Delay in rectifying the punch list items 6. Damages for breach of Maintenance obligations 7. Failure to complete remedial measures 8. Delay in achieving Financial Closure 9. Failure to Redress complaints		
53.	RFP	20	Instruction to Bidders Clause 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 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.	RFP Conditions shall Prevail.

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				In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	In such a case, the Bidder shall provide the unaudited Annual Accounts (with Schedules) for the latest financial year certified by the Chartered Accountant. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports are provided (for two financial yeas) and the latest Un-audited Financial Statements shall be considered for the purpose of this RFP.	

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54.	RFP	20	Instruction to Bidders Clause 2.2.9	Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are eligible to participate in the bidding process as a member of Consortium subject to following conditions. a) For the purpose of evaluating the Financial Capability of the VCF/ AIF towards its ability and willingness to contribute towards the Project, following criteria shall be considered: The Asset Management Company (AMC) /Trustee/ relevant entity having requisite powers shall, confirm the funds available for the Project ("Total Funds Available for Project" or say TFAP) through an undertaking that: i. Objective of the VCF / AIF is not at variance with objective of the Project, ii. TFAP is within the limits prescribed under Securities	New clause suggested after 2.2.9(a) Any company funded by a Multilateral Agencies (such as World Bank Group including International Finance Corporation) are eligible to participate in the bidding process directly and/or as member of the consortium provided, they have total net worth of INR 150 Crores as on the date of bidding.	RFP Conditions shall Prevail.

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				and Exchange Board of India (SEBI), Foreign Investment Promotion Board (FIPB) and Government of India guidelines for foreign direct investments and any other applicable law/ regulation in India, iii. TFAP does not exceed the investment parameters defined by the contributors to the VCF/ AIF, iv. TFAP is less than or equal to Investible Funds (Total Fund Corpus of the VCF, net of expenditure for administration and management of the VCF) Less investments / commitments made by VCF/ AIF as on Bid Due Date. The aforesaid TFAP shall be supported by necessary documentary evidence including most recent quarterly return with relevant authority.		

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55.		20	2.2.3 A)Technical Capacity:	A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ Abroad2:	A Bidder / member of Consortium shall have manufactured and supplied to Urban Public Transport entities in India/ Abroad2	RFP Conditions shall Prevail.
56.		20	2.2.3 A)Technical Capacity:	b.) i. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; **or** ii. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date; c. A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses	b.) i. manufactured and supplied at least ~~100~~ **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 ~~300 (three hundred)~~ **900 (nine 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 **after considering the pending orders. The manufacturing capacity to be verified by MTC or MTC authorized Auditor during technical bid evaluation.**	RFP Conditions shall Prevail.

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<tr><td>57.</td><td></td><td>31</td><td>2.22 Bid Security</td><td>The Bid Security details are provided in the table below:
<table><tr><td>Bus Type</td><td>No. of Buses</td><td>Bid Security</td></tr><tr><td>7 metre Low Floor(400mm AC e-Buses</td><td>300</td><td>Rs. 1.5 crores</td></tr></table></td><td>The Bid Security details are provided in the table below:
<table><tr><td>Bus Type</td><td>No. of Buses</td><td>Bid Security</td></tr><tr><td>7 metre Low Floor (400mm AC e-Buses</td><td>300</td><td>Rs. 1 crore</td></tr></table></td><td>RFP Conditions shall Prevail.</td></tr>
<tr><td>58.</td><td></td><td>32</td><td>2.23 Performance Security</td><td><table><tr><td>Number of buses procured</td><td>300</td></tr><tr><td>Performance Security per bus</td><td>Rs. 2 Lakh per bus</td></tr><tr><td>Performance Security for the total buses procured</td><td>300 × Rs. 2 Lakh = Rs. 6 Crore</td></tr></table></td><td><table><tr><td>Number of buses procured</td><td>300</td></tr><tr><td>Performance Security per bus</td><td>Rs. 1 Lakh per bus</td></tr><tr><td>Performance Security for the total buses procured</td><td>300 × Rs. 1 Lakh = Rs. 3 Crore</td></tr></table></td><td>RFP Conditions shall Prevail.</td></tr>
<tr><td>59.</td><td>DCA</td><td>56</td><td>13.4.1 Prototype</td><td>The Operator shall, within 30 (thirty) days from the date of signing of this agreement, provide to the Authority (or any nominee</td><td>The Operator shall, within ~~30 (thirty) days~~ 6 months from the date of signing of this agreement, provide to the Authority (or any nominee</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>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.</td><td>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.</td><td></td></tr>
<tr><td>60.</td><td>DCA</td><td>58</td><td>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~~ 3 months 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>RFP Conditions shall Prevail.</td></tr>
<tr><td>61.</td><td>DCA</td><td>191</td><td>SCHEDULE-G: DELIVERY SCHEDULE</td><td>Delivery Schedule for Buses<table><tr><th>Lot No</th><th>Type of Bus</th><th>Number of Buses</th><th>Timeline for delivery of Buses</th></tr><tr><td>1</td><td>7m AC Buses</td><td>Minimum 25% of the</td><td>Within 3 months from</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>7m</td><td>Minim</td><td>Within ~~3~~</td></tr></table></td><td>Please refer Corrigendum-I</td></tr>
</table>

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<tr><td></td><td></td><td></td><td></td><td>
<table>
<tr><td></td><td></td><td>Quantity awarded as per the LOA</td><td>Appointed Date</td></tr>
<tr><td>2</td><td>7m AC Buses</td><td>Minimum 75% 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></td><td>AC Buses</td><td>um 25% of the Quantity awarded as per the LOA</td><td>12 months from Appointed Date</td></tr>
<tr><td>2</td><td>7m AC Buses</td><td>Minimum 75% of the Quantity awarded as per the LOA</td><td>Within ~~6~~ 14 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~~ 15 months from Appointed Date</td></tr>
</table>
</td><td></td></tr>
</table>

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62.	DCA	19	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.
63.		256	SCHEDULE-AA: Technical Specifications for Type-I buses	15. Charging range The minimum range on single charge: 160 kms (at 80% SoC) for 7 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation up to 200 kms for 7m,	Kindly consider The minimum range on single charge Calculated Range ~~160~~ **140 km (at 80% SoC) for AC variant**.	RFP Conditions shall Prevail.
64.		260	SCHEDULE-AA : Technical Specifications for Type-I buses	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,	Since the vehicle is low floor E+0, the ramp will be provided and no lifting mechanism will be present.	Please refer Corrigendum-I.

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				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.		
65.		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 as per the AIS:052 for Type I application. Flammability of passenger seat components as per	The gangway shall be as per UBS-II AIS 052.	Please refer Corrigendum-I.

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<tr><td></td><td></td><td></td><td></td><td>IS:15061:2002 amended from time to time
The gangway shall be as per UBS-II</td><td></td><td></td></tr>
<tr><td>66.</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>300</td><td>4800</td><td>12 years</td></tr></table></td><td>Request to clairfy the no. of days of operation per month.</td><td>RFP Conditions shall Prevail.</td></tr>
<tr><td>67.</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</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</td><td>RFP Conditions shall Prevail.</td></tr>
</table>

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				supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;	(One Thousand) hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;	
68.	2.2 Eligibility	19	2.2.3 -c	A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses	3. The bidder' must have an available capacity (i.e. capacity after meeting all their current commitments) to manufacture and supply at least 60% of the quantity bidder is bidding for. Available Capacity for Bus manufacturing and supply should be inspected and cleared by the authority or through and agency appointed by the authority	RFP Conditions shall Prevail.
69.	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	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	RFP Conditions shall Prevail.

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				Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	
70.	ITB	20	2.2.7	Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim	Certificate(s) from its statutory auditors/Chartered Accountant specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim	RFP Conditions shall Prevail.
71.	ITB	20 & 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.
72.	ITB	21&22	2.2.14	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following:	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following:	RFP Conditions shall Prevail.

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				(i) Certificate(s) from its statutory auditors stating the annual turnover, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	(i) **Certificate(s) from its statutory auditors/Chartered Accountant stating the annual turnover**, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) **Certificate(s) from its statutory auditors/Chartered Accountant specifying the net worth of the Bidder**, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	
73.	ITB	30	2.22.6	The Successful Bidder's Bid Security will be returned, without any interest, upon the Operator signing the Concession Agreement and	Request to return the Bid Security (EMD BG) on submission of Performance Security BG.	RFP Conditions shall Prevail.

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				furnishing the Performance Security in accordance with the provisions thereof.		
74.	Appendix - 1	40-42	14	I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.	Request amendment. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors	RFP Conditions shall Prevail.
75.	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.
76.	Appendix - 10	65-67		**The net worth of last 3 years to be provided in the table	Request to amend it to 1 year (i.e. the preceding Financial year) in line with Annexure 10A	RFP Conditions shall Prevail.
77.	Article 4	10	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	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.

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				which that Party is responsible.		
78.	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 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.	In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in Clause 4.1.2 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.01% (zero point one per cent) of the Performance Security for each week of delay beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of the Performance Security	RFP Conditions shall Prevail.
79.	Article 5	15	5.1.7	The Operator shall ensure	No of Breakdown van will be	RFP Conditions shall

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				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.	solely decided by Operator only without affecting the minimum vehicle availability as per agreement	Prevail.
80.	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.
81.	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.
82.	Article 5	17	5.1.16	As this is a conductor less operation, the entire Fare Collection System (FCS), including supply, installation, operation, and maintenance of driver-operated FCS devices and its allied software and its integration with MTC's existing fare collection system shall be the obligation of the Operator as specified in Clause 16.8.	Request authority to clarify on the scope of integration of FCS.	RFP Conditions shall Prevail. Clause 16.8.5. A. abundantly clarifies
83.	Article 5	21&22	5.5.4	The Operator shall observe	Recruting of women drivers	RFP Conditions shall

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				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	should not be mandatory,Will try our level best in onboarding the women drivers in our operations .	Prevail.

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				workplace discrimination as per the PwD Act		
84.	Article 5	22	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.
85.	Article 5	22&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	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 in other states.	RFP Conditions shall Prevail.

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

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86.	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 including Buses of the kind defined herein and valid passenger service badge, age within 24 to 60 years.	a. The Operator shall provide a driver with valid driving license issued by the competent authorities under the Applicable Laws, including Motor vehicles Act, 1988 having experience of 1 years to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge, age within 21 to 65 years. Also authority to allow appointment and usage of drivers and other staffs from any state within india for smooth operation of electric buses,	RFP Conditions shall Prevail.
87.	Article 6	29&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.
88.	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. Clarification: As per the published RFP-Vol II: DCA, Clause No. 6.1.3 under Article 6:

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						OBLIGATIONS OF THE AUTHORITY, it is clearly mentioned that parking area is approx. 100 sq.m. per bus.
89.	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.
90.	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.
91.	Article 6	30	6.1.3 - e	Bus washing bay/platform	1 Bus washing bay/platform for 50 buses alongiwth ETP, water purifier and water regeneration plant	RFP Conditions shall Prevail.
92.	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.
93.	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.
94.	Article 6	30	6.1.3 - h	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.
95.	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	1. CEIG approval should be taken by Authority since the scope is very small for Service provider	RFP Conditions shall Prevail.

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				supply at 415 V up to pillar of LT distribution transformer(s) located at the allocated Maintenance Depot.	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.	
96.	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 carbon credits generated from bus	Operator shall retain all rights, title, and interest in and to any and all carbon credits generated as a result of vehicle kilometres travelled using its services. This includes, but is not limited to, carbon credits recognized under any applicable laws, regulations, or international agreements, whether related to voluntary or compliance-based carbon markets. Operator shall have the exclusive right to monetize, transfer, or otherwise dispose	RFP Conditions shall Prevail.

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				operations during the Concession Period shall be attributable solely to the Authority.	of these carbon credits at its sole discretion	
97.	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.
98.	Article 10	42	10.3.3	On and after signing the memorandum referred to in	Encroachment will be reported to Authority.	RFP Conditions shall Prevail.

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				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	Authority has to take action and bear all the cost and expenses on removal of encroachments	
99.	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	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	RFP Conditions shall Prevail.

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				date on which the Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date") .	handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date") .	
100.	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	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.

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				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.		
101.	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.
102.	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	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	RFP Conditions shall Prevail.

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				(whose procurement is delayed) till the date of procurement of such Bus.	date of procurement of such Bus.	
103.	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 attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	If the procurement of any Bus is delayed by a period exceeding 90 (Ninety) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 5% (five percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	RFP Conditions shall Prevail.
104.	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.
105.	Article 14	57	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	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	RFP Conditions shall Prevail.

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				defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, an amount of 1% (one per cent) of the Performance Security for each day of delay until all items of the Punch List for the particular bus are rectified.	rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, an amount of 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.	
106.	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.
107.	Article	59	14.3	If COD does not occur prior	If COD does not occur prior to	RFP Conditions shall

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	14			to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved. Provided however, if the Operator is unable to achieve COD on account of a Delay Event, then the Operator shall be entitled to a day-for-day extension of the Scheduled COD if and only to the extent that COD is, or will be, delayed due to a Delay Event. In this context, the provisions of	the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.05% (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.	Prevail.

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				Clause 12.6 shall apply to any extension of the Scheduled COD that is sought by the Operator.		
108.	Article 14	59&60	14.4.3	14.4.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate	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 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	RFP Conditions shall Prevail.

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				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	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	
109.	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.
110.	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.
111.	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	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	RFP Conditions shall Prevail.

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				maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.	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 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.	
112.	Article 16	68	16.6.3	In an unforeseen event involving unruly behaviour by passengers or sexual	In an unforeseen event involving unruly behaviour by passengers or sexual	RFP Conditions shall Prevail.

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				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 capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.	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 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.	
113.	Article 16	69	16.7.5	The Authority shall be entitled to appropriate the entire revenue generated from the display of	Request authority to amend the Advertisement scope to the Operator.	RFP Conditions shall Prevail.

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				advertisements on the Buses and at the Maintenance Depot.	The Operator shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses	
114.	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.
115.	Article 16	72	16.8.6 - V	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.
116.	Article 16	72&73	16.8.7	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.
117.	Article 17	73	17.2.1	The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority 50	The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority 5 (five)	RFP Conditions shall Prevail.

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				(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	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	
118.	Article 17	73	17.2.3	The Operator shall, at least 15 (fifteen) days prior to the date of any Scheduled Maintenance issue a notice to the Authority identifying the Buses that will undergo such Scheduled Maintenance. Such notice shall also specify the estimated time required for such Scheduled Maintenance and the estimated date on which such Buses will be made available for operations.	Operator will plan the schedule maintainance without affectiing the operational plan, no need of informing to Authority priorly.	RFP Conditions shall Prevail.
119.	Article 17	74	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	RFP Conditions shall Prevail.

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					reimbursed by Authority.	
120.	Article 17	75	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.
121.	Article 17	75	17.7	Authority's right to take remedial measures In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in	Authority's right to take remedial measures In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the	RFP Conditions shall Prevail.

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				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.	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.	
122.	Article 17	77&78	17.12	The Operator shall not be considered in breach of its obligations under this Agreement in connection with the Operations and Maintenance of the Buses and Maintenance Depots if it is unable to perform its obligations on account of any of the following:	In the event that the delay by the Authority in handing over the Maintenance Depots by the Scheduled Maintenance Depot Handover Dates in accordance with the terms of this Agreement;, the Authority may pay penalty to the Operator an amount equal to 0.5% (zero point five per cent) of the	RFP Conditions shall Prevail.

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				(d) delay by the Authority in handing over the Maintenance Depots by the Scheduled Maintenance Depot Handover Dates in accordance with the terms of this Agreement;	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.	
123.	Article 17	77&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;	There is no clause 13.11.4 in the agreement. Require clarity.	Please refer Corrigendum-I
124.	Article 17	79	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.
125.	Article	83	18.5.1	The Operator shall submit to	The Operator shall submit to	RFP Conditions shall

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	18			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 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").	Prevail.
126.	Article 19	83	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	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.

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				that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 (Rupees Twenty Five Hundred) per bus times the number of buses allocated to the specific depot.	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 .	
127.	Article 20	85	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.
128.	Article 20	85	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	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.

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				Total bus kms operated in a month		
129.	Article 20	85	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.
130.	Article 20	86	20.3.4	20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Concession Period is equal to 100" ("Guaranteed Availability"). To ensure this	20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Concession Period is equal to 100" ("Guaranteed Availability"). To ensure this availability:	RFP Conditions shall Prevail.

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				availability: a. operator should maintain minimum 5% spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule. b. Authority should provide additional space for these Additional Buses	a. operator should maintain minimum 3% spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule. b. Authority should provide additional space for these Additional Buses	
131.	Article 20	86	20.3.6	The Operator agrees that for any reduction in the Availability as compared to the Guaranteed Availability, it shall pay Damages to the Authority as per the table below: The Damages payable by the Operator for a failure to meet the Guaranteed Availability shall be payable monthly. <100 to 95% - 50KMS/shift/Non available buses. <95 to 90% - 60kms/shift/non available bus <90% -70kms /shift/bus.	<100 to 95% - 30KMS/shift/Non available buses. <95 to 90% -40kms/shift/non available bus <90% -50kms /shift/bus.	RFP Conditions shall Prevail.
132.	Article 20	86	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	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	RFP Conditions shall Prevail.

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				before the scheduled turn out operation on all days.	operation on all days.	
133.	Article 20	87	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.
134.	Article 20	87	20.4.5	The Operator agrees that for every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees.	The Operator agrees that for every 2% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 0.05% of the Monthly Fees of the no. of delayed buses	RFP Conditions shall Prevail.
135.	Article 20	88	20.5.5	The Operator agrees that for every 1% reduction in the	The Operator agrees that for every 2% reduction in the Trip	RFP Conditions shall Prevail.

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				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 vice-versa, then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators, as the case may	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 directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or vice-versa, then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators, as the	

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				be.	case may be.	
136.	Article 20	89	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 calculated in terms of number of Major Accidents.	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 calculated in terms of number of Major Accidents.	RFP Conditions shall Prevail.
137.	Article 20	89	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	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	RFP Conditions shall Prevail.

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				pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.	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.	
138.	Article 20	89	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 actions, external factors, environmental conditions, or circumstances beyond the reasonable control of the	RFP Conditions shall Prevail.

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

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

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					ii. 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 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	

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					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, 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	

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					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.	
139.	Article 20	89 & 90	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 reconcillation	RFP Conditions shall Prevail.
140.	Article 20	90	20.8.2	The Operator shall keep backup for at least 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.	Request amendment. The Operator shall keep due and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITS or any other systems installed, for the purposes of verification by the Authority	RFP Conditions shall Prevail.
141.	Article 20	90	20.10	The Operator shall ensure and procure compliance of	Request amendment.	RFP Conditions shall Prevail.

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				each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.6 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions as set out in clause 20.7 in any month shall be additionally capped at 5% of the Monthly Fees for that month.	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 5% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions as set out in clause 20.7 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.	
142.	Article 21	93	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	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	RFP Conditions shall Prevail.

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				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;	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;	
143.	Article 22	94	22.1.1	22.1.1 In consideration for undertaking the Project, the Authority shall pay the Operator a fee calculated on the basis of methodology mentioned in the clause below, and in accordance with the Deployment Plan by each Bus operated by the Operator and as captured in the ITMS platform in	22.1.1 In consideration for undertaking the Project, the Authority shall pay the Operator a fee calculated on the basis of methodology mentioned in the clause below, and in accordance with the Deployment Plan by each Bus operated by the Operator and as captured in the ITMS (Odo Km) platform in fulfilment of	RFP Conditions shall Prevail.

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				fulfilment of the Operators obligations under this Agreement (the "Fee").	the Operators obligations under this Agreement (the "Fee").	
144.	Article 22	94	22.1.2	AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by AC Buses is equal to aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres)) c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in	A. AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by AC Buses is equal to aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 100%* (Monthly Assured Kilometres – actual Bus Kilometres)) c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) +	RFP Conditions shall Prevail.

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				accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) + (PK Fee AC Bus * 50%* (actual Bus Kilometres - Monthly Assured Kilometres))	(PK Fee AC Bus * 100%* (actual Bus Kilometres - Monthly Assured Kilometres))	
145.	Article 22	95	22.1.5	For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus kilometers will be calculated on the basis of route survey done jointly by the Authority and the Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS.	For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus kilometers will be calculated on the basis of route survey done jointly by the Authority and the Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS & If 100% schedule completed, for the Bus Kilometers calculation only Survey kms to be considered.	RFP Conditions shall Prevail.
146.	Article	96&97	22.3.1	The Authority agrees that	Authority to clarify on the no.	RFP Conditions shall

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	22			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 4800 (the "Monthly Assured Bus Kilometres" for respective Lot). For the first month, the Monthly Assured Bus Kilometres for each Bus shall be calculated on a pro rata basis for the number of days each Bus has been put into Commercial Service during the period commencing from the Lot COD of such Bus and expiring at the end of the first month of the Contract Year. Notwithstanding anything to the contrary, for any Buses which are procured and put into Commercial Service after the end of the first month of the Contract Year, the Monthly Assured Bus Kilometres for each such Bus for that Contract Year shall be calculated on a pro rata basis for the number of days such Bus has been in	of days of operation in a month.	Prevail.

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				Commercial Service during the period commencing from the Lot COD of such Buses and expiring at the end of that respective month.		
147.	Article 22	97	22.4.1	The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (Plimoth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)	The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.25) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.50)	RFP Conditions shall Prevail.
148.	Article 22	98	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 tariff up to the Allowed Energy Consumption as defined 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. 2. The Electricity connection shall be transferred to the operator for enabling the renewable energy for green energy.	RFP Conditions shall Prevail.

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				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.		
149.	Article 22	98	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 AC Buses = (0.85 kWh/km * Actual Bus Kms operated in a year for the 12m AC Buses) Authority to share the current electricity tariff.	RFP Conditions shall Prevail.
150.	Article 27	107	27.1.5	Through out the Concession Period, the Authority has agreed to deposit in the Escrow Account all the Project Revenues and other	Typo error to be corrected. There is no clause 27.1.6	Please refer Corrigendum-I

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				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.		
151.	Article 32	121	32.1.1	(i) a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for a continuous period of any 6 (six) consecutive months or for a cumulative period of any 18 months during the period of	This clause to be deleted as the KPI/Infractions target were given too stringent.	RFP Conditions shall Prevail.

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				the Agreement;		
152.	Article 32	126	32.4.1	32.4 Certain limitations on Termination Payment Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing	32.4 Certain limitations on Termination Payment Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not	RFP Conditions shall Prevail.

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				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.	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.	
153.	Article 38	144	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.
154.	Article 41	148	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	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.

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				with this Article 41, the Operator shall pay Damages equal to INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register, to the satisfaction of the Authority.		
155.	~~Annex – 1~~	~~174~~	~~Annex -1~~	~~98%~~	~~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.~~	
156.	Schedule - C	181	II	Schedule - C II. The following permits shall be procured by the Authority:	Factory License from Inspector of factories	RFP Conditions shall Prevail.
157.	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 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	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M) Driving simulators to be deleted	Please refer Corrigendum-I.

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				activities of the bus may be undertaken at the depots. 1 (one) Simulator for driver training in each Depot Simulators for driver training		
158.	SCHEDULE L	197	46	Safety and security equipment / facilities (CCTV (Min 6 Mega Pixel) covering entire Depot including interior of Buildings to be provided by Operator and live feed to be shared to Authority.)	Request for deletion of CCTV cameras from the scope of Operator. Request to include it under scope of Authority under Clause 6.1.3.	RFP Conditions shall Prevail.
159.	SCHEDULE N	214		(c) Should possess minimum 2 years' experience of driving heavy transport vehicles in India;	(c) Should possess minimum 1 year experience of driving heavy transport vehicles in India;	RFP Conditions shall Prevail.
160.	SCHEDULE S	231-233	3	Data Unavailability (Deductible)	Request for deletion of the table. Required data will be shared with authority based on mutual discussion and agreement. Authority to set up a server for receiving the data requested by them. .	RFP Conditions shall Prevail.
161.	SCHEDULE S	231-233		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	Request deletion of this clause. This is part of KPI and the penalty should be as per Maximum cap for KPI - 5%	RFP Conditions shall Prevail.

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				category.		
162.	SCHEDULE S	234		Table of Infractions	Request to amend the table in consultation with the operator to arrive at mutually agreed penalties.	RFP Conditions shall Prevail.
163.	SCHEDULE S	239		Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.	Request authority to have mutual discussion with the operator on adherence of KPI & Infractions based on the challenges in operations in each routes and arrive at the penalties for Infractions & KPI'.	RFP Conditions shall Prevail.
164.	SCHEDULE S	234	e	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.
165.	SCHEDULE S	234	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.
166.	SCHEDULE S	234	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.
167.	Category H	242	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.

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168.	Category H	242	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.
169.	Category H	242	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.
170.	Category H	243	5	Fare collected but ticket not issued: 1,000/- Per passenger	Fare collected but ticket not issued: 100/- Per passenger	RFP Conditions shall Prevail.
171.	Category H	243	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.
172.	Category H	243	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.
173.	Schedule W	243 & 244		Schedule W - OEM Undertaking	Request deletion of OEM Undertaking for bidder who is an Associate of OEM	RFP Conditions shall Prevail.
174.	SCHEDULE-Y	246 & 247	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.
175.	Schedule	249	2.1	SCHEDULE-Z:	SCHEDULE-Z:	RFP Conditions shall

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	Z			COMPREHENSIVE MAINTENANCE AGREEMENT For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometres ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	COMPREHENSIVE MAINTENANCE AGREEMENT For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 15% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometres ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	Prevail.
176.	Schedule AB	281	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	Authority to obtain Factory license.	RFP Conditions shall Prevail.

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				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.		
177.	Article 24	101	24.1.2	Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure) shall vest in the Authority without any Encumbrance.	Cost of the OHM assets to be paid by Authority upon transferring the depot from Operator to Authority	RFP Conditions shall Prevail.
178.	Article 25	102	25.2	Insurance Cover Without prejudice to the provisions contained in	Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during	RFP Conditions shall Prevail.

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				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 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	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 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	

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				employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.	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.	
179.	Article 41	148	41.1	41.1 Complaint Register 41.1.1 The Operator shall keep one register (the "Complaint Register") in every Bus for recording of complaints by Users, and another for recording of complaints by drivers and maintenance staff. 41.1.2 The Complaint Register shall be securely bound, and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, substance of the complaint and the action taken by the Operator. 41.1.3 Without prejudice to the provisions of Clauses	41.1 Complaint Register 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	RFP Conditions shall Prevail.

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				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.		
180.	SCHEDULE-I	191&192	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.
181.	SCHEDULE-I	191&192	c.	Point no.(c) Preventive maintenance periodicity illustrated as 7 types of maintenance I. Daily II. Monthly / Bi- monthly III. Quarterly IV. Six monthly V. Yearly VI. Bi annual / annual VII. Replacement of in use aggregates	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, 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.	RFP Conditions shall Prevail.

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					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.	
182.	SCHEDULE-L	197		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.
183.	SCHEDULE-L	196&197		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.	RFP Conditions shall Prevail.

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					Below mentioned serial no's of 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,	
184.	Article 29	112	29.2	(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives,	Given that these definitions are overlapping, request the Authority to clarify the difference between the two events and which strikes would	RFP Conditions shall Prevail.

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				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'.	qualify as a non-political force majeure event, and which strikes would qualify as an indirect political force majeure event.	
185.			16.8.5 FCS	A. The fare collection system shall be based on the fare model determined by the Authority. The entire Fare Collection System (FCS), including supply, installation, operation, and maintenance of driver-operated on-board FCS devices, its allied		RFP Conditions shall Prevail.

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				software and its integration with MTC's existing Fare Collection System shall be the obligation of the Operator, and shall comply with the following: I. Fare collection shall be done by the driver using Android based appropriate FCS device installed within the driver cabin and ensure ease of access by the driver & commuters II. FCS devices shall support multiple digital payment modes including QR code, UPI, NCMC, App-based, Card-based (Credit /Debit) and cash payments and shall be integrated with ticket printer. III. Upon receipt of	Phase 1 can have a Handheld device – ETM (2) Phase 2, we can add a Validator 1) Handheld device (ETM) can be used for cash tickets, while validator can be used for digital payments. 2) AFC provider to be allowed to provide a device with required Certifications and its own payment gateway Yes - using Handheld device (ETM) Yes - integration can be done using APIs	

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				payments, the driver shall issue tickets to the commuters as per the stipulated user fare. IV. Full software support for FCS and ensure seamless integration with MTC's existing fare collection system. V. To provide appropriate charging facilities for the Fare Collection System (FCS)/ devices. VI. Cash based fare collection system is also applicable, and it shall be the responsibility of the driver to collect the cash and issue appropriate ticket through FCS device. VII. It is also the responsibility of the driver to hand over the daily cash collected to the Authority (Depot Cashier) by end of	Yes - for ETMs, charging stations will be supplied at the depots Yes - using Handheld device (ETM) Yes - SOP to be created for handing over cash at the depot 1) CCTV camera on bus as per IS 16833 cannot be used for this purpose. 2) APC can be used for verification - MTC to define acceptable accuracy of APC vs ETM, Validator Please keep CCTV cameras as per IS 16833 out of the AFC scope	

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				the duty along with reconciliation statement generated in the FCS device. VIII. The Passenger count and the actual ticket sales shall be verified through Automatic Passenger Count (APC) Cameras & CCTV cameras and MTC ticket inspectors. IX. The Operator shall be solely responsible for ensuring full functionality, uptime, and compliance of on-board Fare Collection System – FCS (hardware and software) and ITS devices (APC & CCTV cameras) throughout the contract period. The above has to be ensured at the start of each shift in all the buses. X. The operator shall maintain appropriate quantity of spares for FCS	Yes	

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				devices to ensure uninterrupted operations.		
186.			16.8.5 FCS	B. Without prejudice to the foregoing, the Operator shall: I. ensure accurate, complete and real-time issuance of tickets to all passengers and proper operation, handling and functioning of the FCS devices at all times; II. be fully responsible for the accounting, reconciliation, reporting and safeguarding of all fare collected and bear all risks relating to short collection, non-collection, fare leakage, misuse of FCS device or fraud; III. arising out of fare collection or ticketing, and the Authority shall not be a party to such disputes. However, such disputes/ complaints/ claims shall be	Yes	RFP Conditions shall Prevail.

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				immediately brought to the notice of the Authority. IV. comply with all audit, inspection and monitoring requirements of the Authority relating to fare collection and FCS device data; and V. acknowledge that repeated failure or deviation in fare collection or ticketing practices shall constitute a breach of the Agreement, without prejudice to the rights and remedies available to the Authority.	Yes - (2) AFC provider to be allowed to provide a device with required Certifications and its own payment gateway	
187.			16.8.6	Remittance of Fare Collection: I. The Operator shall ensure that the entire fare amount collected during each duty/shift is remitted in full to the Authority at the end of the duty, through its own drivers, in the manner, mode and within the timelines prescribed by the	Yes - SOP to be created - MTC to provide details on where Cash is to be remitted and how it will be secured after handover by the driver. Yes	RFP Conditions shall Prevail.

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				Authority from time to time. II. Such remittance shall be made without any deduction, adjustment or set-off and shall strictly correspond to the fare collected and recorded in the FCS for the respective duty. III. The Operator shall be solely responsible for the timely remittance, reconciliation and settlement of all fare collections and shall bear all risks relating to delay, short remittance, non-remittance or misappropriation of fare collection. IV. Any delay or failure in remittance of fare collection shall be treated as a material breach of the Agreement and shall attract penalties, recoveries or other remedies as specified in Category-H of Schedule-S	Yes Yes - MTC to define delay - inhours from close of a duty / shift Yes - proper SOP to be followed by operator	

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				of this agreement. V. 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.		
188.			16.8.7	Failure of Fare Collection System (FCS): I. The Operator/Driver shall ensure that the fare collection devices are functioning properly prior to start of every trip. II. In case of FCS failure is observed prior to start of the trip, then the Operator should ensure the replacement of the bus with appropriate spare bus with functional FCS. III. The Operator shall ensure availability sufficient number of spares for the FCS devices.	Yes - SOP to be created (Spare ETMs to be available at the Metro Stations / depots) Yes - SOP to be created (Spare ETMs to be available at the Metro Stations / depots) Yes Yes - MTC will provide the tickets ; operator to maintain complete audit trails for these	RFP Conditions shall Prevail.

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				IV. In case of failure of all the above, the pre-printed tickets which is issued by the Authority and made available in all the buses, shall be issued to the Commuters as an alternative to FCS based tickets against tendering appropriate cash. a. Penalties/ Incentives related to FCS • Please refer the Article 20 (Clause 20.13) and Category H in Schedule S.	transactions and stock on hand Need to check	
189.	Volume II: Draft Concession Agreement		13.6 Supply of Prototype	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.	Kindly define what needs to be provided during the Prototype for FCS. NCMC Integration, Integration with MTC AFC server and other 3rd party integration take considerable time. In view of this, kindly consider only cash based ticketing along with UPI payments for demonstration of a prototype for FCS.	RFP Conditions shall Prevail.

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190.	Volume II: Draft Concession Agreement		16.8.5 Fare Collection System	A.II FCS devices shall support multiple digital payment modes including QR code, UPI, NCMC, App-based, Card-based (Credit /Debit) and cash payments and shall be integrated with ticket printer.	1. Kindly confirm who shall bear and decide the MDR for Credit/Debit cards as well as for NCMC cards transaction 2. Kindly confirm that NCMC Top-up is not in scope of the FCS delivery.	RFP Conditions shall Prevail. **Clarification:** 1. MDR charges related to credit/ debit/ NCMC transaction as part of FCS shall be borne by the Authority 2. NCMC top-up is not in the scope of Operator. However, balance updation shall be carried out in the FCS devices as per the data provided by the Authority.
191.	Volume II: Draft Concession Agreement		16.8.5 Fare Collection System	A. VII. It is also the responsibility of the driver to hand over the daily cash collected to the Authority (Depot Cashier) by end of the duty along with reconciliation statement generated in the FCS device.	Kindly provide clarity on how MTC plans on verifying the transactions that the cash deposited against the ticket sales done actually by the driver.	RFP Conditions shall Prevail. **Clarification:** At the end of the shift/ duty, the reconciliation statement (including mode of transaction and denomination-wise ticket details) from the FCS device shall be used to verify the cash deposited against the actual ticket sales done by the driver. RFP Conditions shall

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						Prevail.
192.	Volume II: Draft Concession Agreement		16.8.5 Fare Collection System	A. VIII. The Passenger count and the actual ticket sales shall be verified through Automatic Passenger Count (APC) Cameras & CCTV cameras and MTC ticket inspectors.	1. Kindly provide clarity on how MTC plans to verify APC passenger count with ticket sales on FCS considering there may be pass holders whose pass may be validated visually by the driver.	Please refer Corrigendum-I.
					2. Kindly provide clarity on what is the role of CCTV cameras in validating passenger count.	RFP Conditions shall Prevail. **Clarification:** Validation of passenger count is done through APC. However, CCTV feed shall be used for cross verification.
193.	Volume II: Draft Concession Agreement		SCHEDULE-S : OPERATIONAL INFRACTIONS	Table H: Category "H" Infractions 1. Non-functioning of FCS at the start of the shift and not rectified within 1 hour – 10,000/- Per incident Per Shift per Bus 2. Non-functioning of FCS, en-route and not rectified	Per day AFC collection per bus – at average of Rs 12 per passenger – results to a max of Rs 12,000 per day (considering 40 trips) – Per trip collection will be approx. – Rs 360. Hence request reduction of Penalties to Item 1 and 2 to Rs 1000	RFP Conditions shall Prevail.

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				within 1 hour – 3,000/- Per incident for every one hour per Bus		
194.	Volume II: Draft Concession Agreement		SCHEDULE-S : OPERATIONAL INFRACTIONS	Table H: Category "H" Infractions 4. Ticket not issued – 500/- Per passenger	1. Kindly provide clarity on what "Ticket not issued" in this context mean.	RFP Conditions shall Prevail. **Clarification:** Ticketless travel will be treated as "Ticket not issued".
					2. Kindly provide SOP as to what needs to be done by the Driver in the below scenarios, a. NCMC card validation fails b. Passenger is travelling using an expired ticket/pass c. QR validation of the ticket if on any 3rd party App fails	RFP Conditions shall Prevail. **Clarification:** Clause No. 16.8 & Table-H of Schedule-S from the DCA abundantly clarifies.
195.	Volume II: Draft Concession Agreement		Annex – 1: On Board Devices	Passenger Display Boards – 4	Pls confirm if there is a need for the front, Side and rear destination displays, in addition to the in-bus display.	Please refer Corrigendum-I.
196.	Volume II: Draft Concession Agreement		Annexure 1: Camera Based Passenger Counter Specification	A. Feature and Functionality 5. The Ethernet connector on the device should of Industrial Grade like M12 connector.	We request for removal for the need of M12 type of Ethernet connector – these are meant for high speed trains. We propose to use a suitable industrial grade connector.	RFP Conditions shall Prevail.

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			& Functionality			
197.	Volume II: Draft Concession Agreement		Annexure 1: Camera Based Passenger Counter Specification & Functionality	A. Feature and Functionality 7. The power consumption of the device should be less than 5 watts.	We request this to be increased to 10 – 12 watts	RFP Conditions shall Prevail.
198.	Volume II: Draft Concession Agreement		Annexure 1: Camera Based Passenger Counter Specification & Functionality	A. Feature and Functionality 13. The APC system has to give a control video via Ethernet to control the entrance area (door free).	Pls elaborate on what is Control Video and its use case based on requirement	RFP Conditions shall Prevail.
199.	Volume II: Draft Concession Agreement		Annexure 1: Camera Based Passenger Counter Specification & Functionality	A. Feature and Functionality 15. The APC sensor shall determine the count result via onboard processing. The real time video streaming or recording of video files to external storage media shall be made available to the Authority and integration of	1.Request to amend real time streaming to real time counts from APC as real time video streaming shall take up lot of data and shall incur high costs. 2. As OBITS will be performing many other tasks and is already sending data and alerts to the backend, pls clarify on	RFP Conditions shall Prevail.

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				real time streaming through the OBITS with the backend of the Authority system(s) is the responsibility of the bidder.	which data needs priority – APC or OBITS data? 3. Kindly clarify who will provide the Backend server and the required software application to store, manage, retrieve and view the APC video clips?	
200.	Volume II: Draft Concession Agreement		Annexure 1: Camera Based Passenger Counter Specification & Functionality	B. Technical Specifications – Specifications and Integration 1. An additional onboard computer or OBITS shall provide a communication interface to the APC sensor network. 2. All APC sensors shall be accessible from the additional onboard computer or OBITS.	Please provide more clarity on this requirement.	RFP Conditions shall Prevail.
201.	Volume II: Draft Concession Agreement		Annexure 1: Camera Based Passenger Counter Specification & Functionality	B. Technical Specifications – Specifications and Integration 18. Certification: a. EMC: FCC Part 15, EN55022, EN55024, EN 50121-3-2, EN 61000-6-2 b. Radio: FCC Part 22, 24, RSS132,133, EN301 489-1,	Kindly modify the certification standards as required for other AIS 153 or UBS-II standards as below, a. EMC requirements as per AIS 004 (Part 3) b. Shock & Vibration Certification as per as per IS 9000 (Part 7) & IS 9000 (Part	RFP Conditions shall Prevail.

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				EN489-3 (-GP Only), EN 301 489-7, EN301 511,AS/ACIF S042.1, S042.3 c. Shock & Vibration Certification: IEC 61373 category 1, class B d. Safety Compliance: UL60950-1, cUL60950-1, IEC60950-1	8) respectively	
202.	Volume II: Draft Concession Agreement		Annexure 2 Driver-Based Flat Fare Collection System – Technical Specifications	Functional & A. Functional Requirements Ticket Issuance - Each passenger shall receive a printed ticket with dynamic QR code, fare amount, timestamp, and trip ID	1. Kindly provide clarity on why a QR is required to be printed? Is there a need that this QR shall be scanned by another device as well? 2. Also QR printing shall consume more paper. This can be removed.	Please refer Corrigendum-I
203.	Volume II: Draft Concession Agreement		Annexure 2 Driver-Based Flat Fare Collection System – Functional & Technical Specifications	A. Functional Requirements Pass Validation - The FCS must support QR-based validation of MTC - issued travel passes (printed/mobile), with real-time or offline fallback verification.	To validate the QR, it shall require for MTC to provide the decrypting algorithm of the QR presented. Assumption is that, this shall be provided from the MTC end.	RFP Conditions shall Prevail.

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204.	Volume II: Draft Concession Agreement		Annexure 2 Driver-Based Flat Fare Collection System – Functional & Technical Specifications	B. Technical Specifications FCS Device Specifications (Per bus) Mounting Durability - Tamper-proof mounting bracket near the driver cabin IP54 minimum; shock and vibration resistant for vehicle deployment	1. The spec provided look to be more like a handheld POS device rather than a mountable device. Assumption is that, the driver holding the FCS device shall issue/validate tickets. In view of this kindly clarify If this is a requirement for keeping the device on rest while driver is driving the vehicle. 2. Also provide clarity on what is meant by Tamper proof, under this context?	RFP Conditions shall Prevail.
205.	Volume II: Draft Concession Agreement		Annexure 2 Driver-Based Flat Fare Collection System – Functional & Technical Specifications	B. Technical Specifications Back-Office Cloud Platform Minimum Specifications Ticketing Engine - Dynamic QR-based ticket generation, transaction logging	Kindly provide clarity as to whether this ticketing engine must also cater to providing Qrs to other third party apps like the Chennai One or the Chennai Metro App for multimodal ticketing anytime, during the project period	RFP Conditions shall Prevail.
206.	Volume II: Draft Concession Agreement		Annexure 2 Driver-Based Flat Fare Collection System – Functional & Technical	B. Technical Specifications Back-Office Cloud Platform Minimum Specifications Reporting Dashboard - Real-time revenue data, ETM uptime, GPS trail, scanned pass logs	Pls expand on the GPS trail requirement; What is its scope of work and what is the expectation of this requirement	RFP Conditions shall Prevail.

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			Specifications			
207.	Volume II: Draft Concession Agreement		Annexure 2 Driver-Based Flat Fare Collection System – Functional & Technical Specifications	B. Technical Specifications Back-Office Cloud Platform Minimum Specifications Integration - Open APIs for MTC- MIS & ERP, audit tools, and bank settlement modules.	Pls elaborate on this requirement – this is too broad for getting an UAT or a sign off from MTC that FCS project is complete	RFP Conditions shall Prevail.