Metropolitan Transport Corporation (Chennai) Ltd.

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Response to Pre-Bid Queries

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
1.	Volume I Data Sheet **Page No: 4**	3. Bid Validity Period: 180 days from the Bid Due Date	It is suggested to reduce the validity period from 180 days to 3 months. This is suggested by taking into consideration the cost of inflation and its resultant effect on the prices of the products and services.		RFP conditions shall prevail
2.	Volume I 1.3 Brief Description of Bidding Process **Page No: 11**	1.3 Brief Description of Bidding Process 1.3.2 A Bidder is required to submit, along with its Bid, a Bid Security as referred to in Clause 2.22.4 (the "Bid Security"), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date			
3.	Volume I 2.17 Validity of Bid **Page No: 30**	2.17 Validity of Bid 2.17.1 Bid shall remain valid for a period of 180 days from Bid Due Date. Authority reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than bid validity period and the Authority shall not be liable to send an intimation of any such rejection to such Bidder.			
4.	Volume I 2.18 Confidentiality **Page No: 30**	2.18 Confidentiality 2.18.1 Authority **may not** divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or authority or as may be required by law or in connection with any legal process.	It is requested to replace the word 'may' with 'shall'		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
5.	Volume I 2.23 Performance Security **Page No: 32**	2.23 Performance Security 2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be **Rs. 3 Lakh (Rupees Three Lakh) per Bus.**	It is requested to reduce the amount from Rs.3 Lakhs per bus to Rs.1,50,000/- per bus		Refer Corrigendum No. 3
6.	Volume I 6.1 MISCELLANEOUS **Page No: 40**	6 MISCELLANEOUS 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and **the Courts at Tamil Nadu** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.	It requested to change the jurisdiction to Mumbai.		RFP conditions shall prevail
7.	Volume 1, RFP, Appendix 14 **Page No: 77**	CERTFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT	Request Authority to remove requirement of Appendix 14, in line with PM-eBUS Sewa2 OEM Justification: We have providing localization certificate as per appendix 15		Refer Corrigendum No. 3
8.	Vol- II Draft Concession Agreement 4.1.2 a **Page No: 14**	handed over to the Operator unencumbered and vacant possession and Right of Way to those Maintenance Depots that are required to be handed over prior to the Appointed Date in accordance with the provisions of Clause 10.2.4	There is no timeline mentioned in clause 10.2.4. Please confirm that encumbrance free Depot handover shall be completed within 90 days from the date of Agreement as per Clause 4.1.4		Clause 4.1.2(a) is abundantly clear. Clause 10.2.4 shall be read in conjunction with 4.1.4, 4.1.2, 10.2.5 and Schedule A,

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
9.	Volume II-Draft Concession Agreement 4.1.2 Conditions Precedent **Page No: 14**	4.1.2 The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (b) procured all Authority Applicable Permits as specified in Schedule-C;	Considering that the Authority is the owner/ occupier of the depot premises, the Authority is the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970. Thus, the Authority shall be liable to ensure that the Operator is provided the FORM V for the premises. Thus, providing FORM V within 30 days of issuance of LOA is requested to be added as an Authority's Conditions Precedent.		Please refer Clause 5.5.12 RFP conditions shall prevail.
10.	Vol- II Draft Concession Agreement 4.1.3 d **Page No: 15**	Procured all the Operator Applicable Permits specified in Schedule-C required for the procurement of the Buses and the Fit-Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws	Permits of Buses can only be obtained prior to Supply. Likewise Permits for Depot can be arranged only after complete hand over of Depot. So it is requested that this Clause be made as a part of Obligations of the Operator and not as a Conditions Precedent of the Operator		RFP conditions shall prevail.
11.	Volume II-Draft Concession Agreement 4.1.4 Conditions Precedent **Page No: 15**	4.1.4 Each Party shall make all reasonable endeavours to **satisfy the Conditions Precedent within 90 days from the date of this Agreement** and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.	It is requested to increase the timeline from 90 days to 120 days.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
12.	Volume II-Draft Concession Agreement4.2 Satisfaction of the Conditions Precedent **Page No: 15**	4.2 Satisfaction of the Conditions Precedent(a) Unless otherwise specified, the Operator and the Authority shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, w**ithin 90 days from the date of this Agreement** (the Scheduled CP Satisfaction Date).	It is requested to increase the timeline from 90 days to 120 days.		RFP conditions shall prevail
13.	Volume II-Draft Concession Agreement 4.4 Damages for delay by the Operator **Page No: 17**	4.4 Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to **a maximum of 20% (twenty percent) of the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement.**	The clause for default is requested to be made equal. The suggested amendment to the highlighted portion is as follows: "….If the Operator delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Operator may continue to pay the Authority 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 Operator fails to pay such Damages, the Authority may, in its sole discretion, terminate the Agreement."		RFP conditions shall prevail
14.	Volume II-Draft Concession Agreement	5.1 Obligations of the Operator 5.1.11 The Operator shall, at its own cost and expense, in addition to and not in	Responsibility of the renewal of Authority applicable permits should be kept within the scope of		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
	5.1.11.b Obligations of the Operator **Page No: 20**	derogation of its obligations elsewhere set out in this Agreement: (b) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining renewals or extensions of **any Authority Applicable Permits after the Appointed Date;**	the Authority only even after the Appointed date.		
15.	Volume II-Draft Concession Agreement 5.1.11.e Obligations of the Operator **Page No: 20**	(e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;	Please remove the said clause as the Operator cannot be held responsible for the personal acts of the Contractors		RFP conditions shall prevail
16.	Volume II- Draft Concession Agreement 5.5 Obligations relating to employment of personnel **Page No: 26**	5.5.7 The Authority may require the Operator **to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project,** who in the opinion of the Authority: (a) persists in any misconduct including sexual harassment of colleagues or passengers; (b) is incompetent or negligent in the performance of his duties; (c) fails to conform with any provisions of this Agreement; or (d) persists in any conduct which is prejudicial to the safety and security of the passengers and general public,	It is requested to amend the clause as follows: "5.5.7 **The Authority may suggest remedial action first to the Operator and if the Operator fails to remedy the same within 15 days the Authority shall remove any staff** member/ personnel employed by the Operator for the purpose of the Project, who in the opinion of the Authority: …."		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
17.	Volume II- Draft Concession Agreement 5.5 Obligations relating to employment of personnel **Page No: 27**	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.	Please remove the said clause as the Operator cannot be held responsible for the personal acts of the Contractors		RFP conditions shall prevail
18.	Volume II- Draft Concession Agreement5.5 Obligations relating to employment of personnel **Page No: 27**	5.5.12 ……..The Operator shall be responsible for employing any and all competent manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-	The following addition is suggested:" The Operator shall be responsible for employing any and all competent manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, 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		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		compliance with any provisions of this Clause	shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may *arise due to Operator's non-* compliance with any provisions of this Clause. **Further, the Authority being the Principal employer/ occupier of the premises of the depot premises and shall issue a FORM V within 30 days of issuance of the LOA under the Contract Labour (Regulation and Abolition) Act, 1970 to the Operator and its sub-contractor if any to obtain a Labour License under the Contract Labour (Regulation and Abolition) Act, 1970."**		

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
19.	Volume II- Draft Concession Agreement 5.9 Obligations relating to aesthetic quality **Page No: 28**	5.9 Obligations relating to aesthetic quality The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The operator shall ensure that aesthetic design of Buses, the installations carried out by the Operator in the Maintenance Depot are as per Good Industry Practice and design standards and are gender neutral and disabled-friendly for persons with disability.	The Clause is requested to be amended as follows: "The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements **in accordance with the specifications mentioned in the Agreement.** The operator shall ensure that aesthetic design of Buses, the installations carried out by the Operator in the Maintenance Depot are **in accordance with the specifications mentioned in the Agreement** and are gender neutral and disabled-friendly for persons with disability."		RFP conditions shall prevail.
20.	Vol- II Draft Concession Agreement 5.8 Obligations relating to information **Page No: 27**	5.8.1 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers to be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith	It is requested to add the following restriction in the Clause - "However, Operator shall not be required furnish information which are proprietary in nature at any time during the term of the Agreement"		RFP condition shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		and in the manner and form required by the Authority.			
21.	Vol- II Draft Concession Agreement 6.1 Obligations of the Authority **Page No: 32**	6.1.2 The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following: (b) subject to and on the terms and conditions of this Agreement, the Authority shall handover peaceful and unencumbered possession of Maintenance Depots, which meet the Minimum Maintenance Depot Specifications, to the Operator in accordance with the timelines set out in Clause 10.2.5;	It is requested to amend this clause as follows: "(b) subject to and on the terms and conditions of this Agreement, the Authority shall handover peaceful and unencumbered possession of Maintenance Depots, which meet the Minimum Maintenance Depot Specifications, to the Operator in accordance **within 90 days of signing the Agreement**."		RFP conditions shall prevail.
22.	Vol- II Draft Concession Agreement 6.1 Obligations of the Authority **Page No: 32**	6.1 Obligations of the Authority	The Authority being the owner of the depot premises is liable to provide all applicable permits including and not limited to the FORM V/ Principal Employer registration certificate under the Contract labour (Regulation & Abolition) Act, 1970, occupier/owner applicable permits and licenses under the Factories Act, and the Fire NOC being the owner and occupier of the depot premises. The same is requested to be		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
			added in the obligations of the Authority		
23.	Vol- II Draft Concession Agreement 8.1. Disclaimer **Page No: 39**	8.1 Disclaimer 8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the Operator and the Authority shall not be liable in any manner for such risks or the consequences thereof.	Request to delete this clause as it imposes an arbitrary and unilateral risk on the Operator.		RFP conditions shall prevail
24.	Volume- II Draft Concession Agreement12.5 Completion of the Maintenance Depots **Page No: 52**	12.5 Completion of the Maintenance Depots12.5.2 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.	Penalty be capped at 5% of the Performance Security		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
25.	Volume- II Draft Concession Agreement 13.6 Supply of Prototype **Page No: 57**	13.6 Supply of Prototype **13.6.1 The Operator shall, no later than 30 (thirty) days from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.** 13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount **equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.**	**20% Mobilization advance** is requested to be provided prior to supply of prototype bus. Further, penalty capping is requested to be reduced to 5% of the performance security.		RFP conditions shall prevail.
26.	Volume II, DCA, Clause No. 13.6 **Page No: 57**	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 and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Authority to remove the supply of the prototype and reclassify it as prototype approval, as delivery will align with Sc		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
27.	Volume- II Draft Concession Agreement 13.7 Acceptance of Prototypes **Page No: 57**	13.7 Acceptance of Prototypes 13.7.1 Upon procurement of the Prototype by the Operator, the Authority (or its nominee) shall, for determining that the Prototype conforms to the requirements of this Agreement, including the Specifications and Standards, inspect the Prototype.	It is requested to amend the clause as follows: "13.7.1 Upon procurement of the Prototype by the Operator, the Authority (or its nominee) shall, for determining that the Prototype conforms to the requirements of this Agreement, including the Specifications and Standards, inspect the Prototype **within 15 days of presenting it for inspection**."		RFP conditions shall prevail.
28.	Volume II, DCA, Clause No. 13.6 **Page No: 57**	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 and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Request Authority to modify the clause as The Operator shall, no later than **150** days from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5. OEM Justification: HEV Battery Lead time is min. 3 months 7 conducting the trail		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
29.	Volume- II Draft Concession Agreement 14.1 Inspection by the Authority **Page No: 60**	14.1.5 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.	Penalty be capped at 5% of the Performance Security		RFP conditions shall prevail.
30.	Volume- II Draft Concession Agreement 14.1 Inspection by the Authority **Page No: 60**	14.1 Inspection by the Authority	It is requested to add the following to this Clause: "Post inspection and satisfaction of the Authority, if the Authority fails to deploy the buses at the designated depots within time, the same shall be considered an Authority event of default and the Authority shall be liable to pay 1% of the Performance Security per bus per day for each day's delay."		RFP conditions shall prevail
31.	Volume- II Draft Concession Agreement 14.3 Damages for delay **Page No: 62**	14.3 Damages for delay If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the	Penalty be capped at 5% of the Performance Security		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		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.			
32.	Volume IIDRAFT CONCESSION AGREEMENTClause no. 14.4Damage due to accident **Page No: 62**	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 bythe Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical	Suggested Change:"The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, **within 2 (two) hour** of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within **1 (one) hour** of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		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.	involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help, treatment and compensation in accordance with the Employees Compensation Act, 1923 and any other applicable laws.. The Authority shall provide reasonable assistance and support to the Operator in such situation."		

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
33.	Volume II DRAFT CONCESSION AGREEMENT 16.6 Incidents En-Route **Page No: 71**	16.6 Incidents En-Route 16.6.1 In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. **In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.**	It is requested to cap the damages to maximum of 20 kms deduction per instance.		RFP condition shall prevail.
34.	Volume II DRAFT CONCESSION AGREEMENT 16.6 Incidents En-Route **Page No: 71**	16.6.3 In an unforeseen event involving unruly behaviour by passengers or sexual harassment or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. In the event of a complaint of a woman, the bus driver must immediately drive the vehicle to the nearest police station. If the Bus in question is not in a condition	It is requested to cap the damages to maximum of 20 kms deduction per instance.		RFP condition shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		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.			
35.	Volume II DRAFT CONCESSION AGREEMENT 16.7 Advertising on Buses and Maintenance Depots **Page No: 72**	16.7 Advertising on Buses and Maintenance Depots 16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.	As the Authority has reserved the exclusive right to display advertisements on the buses, the Operator shall be fully indemnified by the Authority against any loss or damage caused or claims made against the Operator due to such advertisements.		RFP conditions shall prevail Refer Clause 16.7.2 and 16.7.3 for abundant clarity.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
36.	Volume II DRAFT CONCESSION AGREEMENT 17.5 Damages for breach of Maintenance Obligations **Page No: 76**	17.5 Damages for breach of Maintenance Obligations 17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 (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.	The damages may be reduced to Rs. 500/- per bus and capped at Rs. 10,000/-		RFP conditions shall prevail
37.	Volume IIDRAFT CONCESSION AGREEMENT17.7 Authority's right to take remedial measures **Page No: 77**	17.7 Authority's right to take remedial measuresIn the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. **In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the**	It is clarified that the Operator shall only reimburse cost equivalent to the cost charged by the Operator to the Authority for the particular service and not more.The Authority shall also be liable to levy damages only to the extent of cost charged by the Operator to the Authority. Further, the % of damage is requested to be reduced to 10%		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		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.			
38.	Volume II DRAFT CONCESSION AGREEMENT 19.5 Remedial measures **Page No: 84**	19.5 Remedial measures 19.5.2 The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of **INR 2,500 (Rupees Twenty-Five Hundred) per bus times t**he number of buses allocated to the specific depot.	The damages may be reduced to Rs. 500/- per bus and capped at Rs. 10,000/-		RFP conditions shall prevail

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<tr><th>Query No.</th><th>Reference Section/ Clause No./ Page No/ Para</th><th>Description as per the RFP</th><th>Queries/ Clarification of the bidder</th><th>Remarks from bidder</th><th>MTC's Response</th></tr>
<tr><td>39.</td><td>Volume II
DRAFT CONCESSION AGREEMENT
20.2 Reliability
Page No: 86</td><td>20.2 Reliability

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.</td><td>Penalty be capped at 5% of the monthly fees</td><td></td><td>RFP condition shall prevail.</td></tr>
<tr><td>40.</td><td>Volume II
DRAFT CONCESSION AGREEMENT
20.3 Operational Availability
Page No: 87</td><td>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.
<table><tr><td colspan="4">Damages in case of reduction in Guaranteed Availability</td></tr><tr><td>Availability</td><td>Less than 100% and up to 95%</td><td>less than 95% and up to 90%</td><td>Less than 90%</td></tr><tr><td>Damages payable per non available Bus</td><td>50 bus kms / shift/ non available Bus</td><td>60 bus kms/ shift/ non available Bus</td><td>70 bus kms/ shift/ non available Bus</td></tr></table></td><td>Penalty be capped at 5% of the monthly fees</td><td></td><td>RFP condition shall prevail.</td></tr>
<tr><td>41.</td><td>Volume II
DRAFT CONCESSION AGREEMENT
20.4 Punctuality
Page No: 88</td><td>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 Damages payable by the Operator for a failure to achieve the Guaranteed Start Punctuality or the</td><td>Penalty be capped at 5% of the monthly fees</td><td></td><td>RFP condition shall prevail.</td></tr>
</table>

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		Guaranteed Arrival Punctuality shall be calculated at the end of each month.			
42.	Volume II DRAFT CONCESSION AGREEMENT 20.5 Frequency **Page No: 89**	20.5.5 The Operator agrees that for every 1% reduction in the Trip Frequency or the Bus Kms Frequency, as the case may be, as compared to the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency shall be calculated at the end of each month.	Penalty be capped at 5% of the monthly fees		RFP condition shall prevail.
43.	Volume IIDRAFT CONCESSION AGREEMENT20.6 Safety of Operations **Page No: 90**	20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.	Penalty be capped at 5% of the monthly fees		RFP condition shall prevail.
44.	Volume II DRAFT CONCESSION AGREEMENT 20.10 Cap on Damages for failure to achieve Key Performance Indicators	20.10 Cap on Damages for failure to achieve Key Performance Indicators The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in	Penalty capping for 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 **be reduced to 5% of the aggregate monthly fees.**		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
	Page No: 91	Clauses 20.2 to 20.7 in any month in accordance with this Article 20 **shall be capped at 10% of the aggregate Monthly Fees payable in such month**. Any Damages payable by the Operator as a result of any **Operational Infractions in any month shall be capped at 5% of the Monthly Fees** for that month.			
45.	Volume II DRAFT CONCESSION AGREEMENT 21.1 Financial Close **Page No: 93**	21.1 Financial Close 21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid;	Penalty be capped at 5% of the Performance Security		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
46.	Volume II DRAFT CONCESSION AGREEMENT 29.5 Duty to report Force Majeure Event **Page No: 114**	29.5 Duty to report Force Majeure Event 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.	It is requested to delete this clause as it is impossible to report a Force Majeure event within a specified timeline due to the sudden emergency situations that arise.		RFP conditions shall prevail.
47.	Volume II DRAFT CONCESSION AGREEMENT 31.2 Authority to act on behalf of Operator **Page No: 119**	31.2 Authority to act on behalf of Operator 31.2.1 During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of Buses.	It is clarified that the Authority shall be entitled to deduct a cost which is equivalent to the cost charged by the Operator to the Authority for the particular service and not more.		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
48.	Volume II DRAFT CONCESSION AGREEMENT 32.2 Termination for Authority Default **Page No: 124**	32.2 Termination for Authority Default	It requested to add the following as a ground for termination: "The Authority fails to maintain the requisite balance of 3 months fee in the ESCROW account and fails to cure the same within 30 days."		RFP conditions shall prevail.
49.	Volume II DRAFT CONCESSION AGREEMENT 34.1 Liability for defects after Termination **Page No: 133**	34.1 Liability for defects after Termination Subject to Clause 33.4.1. (b), the Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, **the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost.**	It is clarified that the Operator shall only reimburse cost equivalent to the cost charged by the Operator to the Authority for the particular service/repair and not more.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
50.	Volume IIDRAFT CONCESSION AGREEMENT37.2 Indemnity by the Operator **Page No: 140**	37.2 Indemnity by the Operator	It is requested to add a specific indemnity clause indemnifying the Operator too.The Operator shall be indemnified against any claims that may arise due to to non-compliance of applicable laws, not obtaining the requisite permits/licenses, etc. by the Authority		RFP conditions shall prevail.
51.	Volume II DRAFT CONCESSION AGREEMENT 38.3 Property taxes **Page No: 144**	38.3 Property taxes 38.3.1 All property taxes on the Depot Sites shall be payable by the Authority as owner of the Depot Sites; provided, however, that any such taxes payable by the Operator under Applicable Laws for use of the Depot Sites **shall not be reimbursed or payable by the Authority**. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of licence comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Operator to pay such stamp duties, which shall be reimbursed by the Authority to the Operator within 15 (fifteen) days of receiving the demand therefor.	It is suggested to delete or suitably modify this clause which reads as follows: "... that any such taxes payable by the Operator under Applicable Laws for use of the Depot Sites shall be reimbursed or payable by the Authority" This is because the Authority being the owner of the depot land/premises shall be liable to pay all taxes applicable to the depot sites.		RFP conditions shall prevail
52.	Volume II DRAFT CONCESSION AGREEMENT 39.4 Arbitration	39.4 Arbitration 39.4.1 Any Dispute which is not resolved amicably, as provided in Clause 39.2 and Clause 39.3, shall be finally decided by	It is requested to also add Mumbai Center for International Arbitration rules as an alternative. Further, please change the venue of arbitration to Mumbai.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
	Page No: 146	reference to arbitration by aboard of arbitrators constituted in accordance with Clause 39.4.2. **Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai (the "Rules")** or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. **The place of such arbitration shall be Chennai, and the language of arbitration proceedings shall be English**			
53.	Volume II DRAFT CONCESSION AGREEMENT 42.1 Governing law and jurisdiction **Page No: 149**	Article 42 MISCELLANEOUS 42.1 Governing law and jurisdiction This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at [●]6 shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.	It is requested that the courts at Mumbai shall have the jurisdiction.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
54.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-C : APPLICABLE PERMITS **Page No: 181**	2. For Maintenance Depot Any civil and electrical work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator. **(a) Fire safety clearance from Fire Department** (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets (c) Customs Clearance Certificate for any testing or maintenance equipment (if needed) (d) Clearance of Pollution Control Board for installation of diesel generator sets (e) License for use of explosives (if needed) **(f) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed)**	The Authority being the owner of the depot premises is liable to provide all applicable permits including and not limited to the FORM V/ Principal Employer registration certificate under the Contract labour (Regulation & Abolition) Act, 1970, occupier/owner applicable permits and licenses under the Factories Act, and the Fire NOC being the owner and occupier of the depot premises. Thus point (a) requested to be removed from operator permits and added to Authority applicable permits.		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
55.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-C : APPLICABLE PERMITS **Page No: 181**	II. The following permits shall be procured by the Authority:	The following are requested to be added: (a) Fire safety clearance from Fire Department (f) License from Inspector of factories or other competent authority for setting up of Batch Plant under Factories Act and CLRA		RFP conditions shall prevail.
56.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-G : DELIVERY SCHEDULE **Page No: 187**	SCHEDULE-G : DELIVERY SCHEDULE Note: 1. Total number of buses are exclusive of the reserve fleet. 2. The Authority reserves the right to alter the number of buses/ timelines under exigent conditions.	It is requested to add the following to the Schedule: "Note: 3. The Delivery of the buses shall be subject to timely release of Mobilization advance of 20% project cost to the Operator by the Authority."		RFP conditions shall prevail
57.	Volume II, DCA, Schedule G A &B **Page No: 187**	A. Delivery Schedule for AC & Non-AC Buses 1. Minimum 25% of the Quantity awarded as per the LOA - Within 6 months of execution of Concession Agreement 2. Minimum 75% of the Quantity awarded as per the LOA - Within 9 months of execution of Concession Agreement 3. 100% of the Quantity awarded as per the LOA - Within 12 months of execution of Concession Agreement	Request authority to Amend it as follows: 1. Minimum 25% of the Quantity awarded as per the LOA - Within 6 months of execution of Concession Agreement 2. Minimum 75% of the Quantity awarded as per the LOA - Within 9 months of execution of Concession Agreement 3. 100% of the Quantity awarded as per the LOA - Within 12 months		Refer Corrigendum No. 3

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
			of execution of Concession Agreement		
58.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-M : ESCROW AGREEMENT 9 INDEMNITY 9.1 General indemnity **Page No: 209**	9.1.3 The Escrow Bank will indemnify, **defend and hold the Authority harmless against any and all proceedings**, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.	It is requested to amend the clause as follows: "9.1.3 The Escrow Bank will indemnify, defend and hold **the Authority and the Operator** harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents....."		RFP conditions shall prevail.
59.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-M : ESCROW AGREEMENT 10.1 Dispute resolution **Page No: 210**	10.1 Dispute resolution 10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. **Such arbitration**	It is requested to also add Mumbai Center for International Arbitration rules as an alternative. Further, please change the venue of arbitration to Mumbai.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai ("the Rules")or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. **10.1.2 The venue of arbitration shall be Chennai and the language of arbitration shall be English.**			
60.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-M : ESCROW AGREEMENT 11.1 Governing law and jurisdiction **Page No: 210**	11 MISCELLANEOUS PROVISIONS 11.1 Governing law and jurisdiction This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and t**he Courts at Chennai** shall have jurisdiction over all matters arising out of or relating to this Agreement.	It is requested to change the jurisdiction to Mumbai.		RFP conditions shall prevail
61.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-Q : SUBSTITUTION AGREEMENT 8.1 Dispute resolution **Page No: 226**	8.1 Dispute resolution 8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the **Rules of Nani Palkhivala Arbitration Centre, Chennai (the "Rules")** or such other rules as may be mutually agreed by the	It is requested to also add Mumbai Center for International Arbitration rules as an alternative. Further, please change the venue of arbitration to Mumbai.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. 8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. T**he venue of arbitration shall be *** and the language of arbitration shall be English.**			
62.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-Q : SUBSTITUTION AGREEMENT 9.1 Governing law and jurisdiction **Page No: 226**	9 MISCELLANEOUS PROVISIONS 9.1 Governing law and jurisdiction This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the **Courts at ***** shall have jurisdiction over all matters arising out of or relating to this Agreement.	It is requested that the court of Mumbai shall have jurisdiction over all matters arising out of or relating to this Agreement..		RFP conditions shall prevail
63.	Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-S : OPERATIONAL INFRACTIONS **Page No: 231**	SCHEDULE-S : OPERATIONAL INFRACTIONS	Operational infractions for any categories mentioned in this schedule are requested to be capped at 5% of the aggregate monthly fees for that month.		RFP conditions shall prevail.

<table>
<tr><th>Query No.</th><th>Reference Section/ Clause No./ Page No/ Para</th><th>Description as per the RFP</th><th>Queries/ Clarification of the bidder</th><th>Remarks from bidder</th><th>MTC's Response</th></tr>
<tr><td>64.</td><td>Volume IIDRAFT CONCESSION AGREEMENTSCHEDULE-V: Liquidated Damages Payable by the Operator
Page No: 241</td><td>SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR
<table><tr><th>Clause</th><th>Event of default</th><th>Liquidated Damages</th></tr><tr><td>4.4 (a)</td><td>Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3</td><td>0.1% of the Performance Security per day per bus</td></tr><tr><td>12.5.2</td><td>Delay in completing the Fit Out Works</td><td>0.1% of the Performance Security per day per bus allocated to the specific depot</td></tr><tr><td>13.6.2</td><td>Delay in procuring the Prototype Bus</td><td>0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10% (ten percent) of the Performance Security</td></tr><tr><td>13.9.1</td><td>Delay in procurement of buses for reasons not directly attributable to a Delay Event</td><td>0.1 % of the Performance Security per day for each Bus whose procurement is delayed</td></tr><tr><td>14.1.5</td><td>Delay in rectifying Punch List items</td><td>0.1% (one per cent) of the Performance Security
per affected bus per day</td></tr><tr><td>14.3</td><td>If COD does not occur for reasons not directly attributable to a Delay Event</td><td>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</td></tr><tr><td>17.5.1</td><td>Damages for breach of Maintenance Obligations</td><td>INR 2,500 per bus times the number of buses allocated to the specific depot</td></tr><tr><td>17.7</td><td>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</td><td>Cost of such repair and 20%20% of such cost</td></tr><tr><td>19.5.2</td><td>Failure to complete remedial measures</td><td>INR 2,500 per bus times the number of buses allocated to the specific depot</td></tr><tr><td>20.2.3</td><td>Increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5</td><td>0.1% (zero point one per cent) of the Performance Security per day</td></tr><tr><td>20.6.4</td><td>for every number of Severe Safety incident occurrence</td><td>INR 2,500 per bus such complaint applies to for each day.</td></tr><tr><td>21.1</td><td>Delay in achieving Financial Closure</td><td>0.1% (zero point one per cent) of the Performance Security per day</td></tr><tr><td>41.2.3</td><td>Failure to redress complaints</td><td>INR 2,500 per bus such complaint applies to for each day.</td></tr></table></td><td>For damages mentioned in box 7,9.11.13 it is requetsed to reduce the LD penalty to Rs.500/- and cap the penalty to Rs.10,000/-For the other occassions it is rquested to cap the penalty to 5% of the performance security.The penalties mentioned in this list are not the same as the penalty mentioned in the corresponding clauses, which is causing confusion. Requesting the Authority to either delete the table of rectify the same.</td><td></td><td>Please refer Corrigendum No 3</td></tr>
<tr><td>65.</td><td>Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-V: Liquidated Damages Payable by the Operator
Page No: 241</td><td><table><tr><th>Clause</th><th>Event of default</th><th>Liquidated Damages</th></tr><tr><td>4.4 (a)</td><td>Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3</td><td>0.1% of the Performance Security per day per bus</td></tr></table></td><td>The details of LD penalty mentioned in this schedule and the actual clause are different. Requesting you to delete the table to avoid confusion and discrepancies.</td><td></td><td>Please refer Corrigendum No 3</td></tr>
<tr><td>66.</td><td>Volume II DRAFT CONCESSION AGREEMENT SCHEDULE-V: Liquidated Damages Payable by the Operator</td><td><table><tr><td>20.6.4</td><td>for every number of Severe Safety incident occurrence</td><td>INR 2,500 per bus such complaint applies to for each day.</td></tr></table></td><td>The details of LD penalty mentioned in this schedule and the actual clause are different. Requesting you to delete the table to avoid confusion and discrepancies.</td><td></td><td>Please refer Corrigendum No 3</td></tr>
</table>

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
	Page No: 241				
67.	Vol-I RFP Document **2.2** **Page No: 17**	Eligibility and Qualification Requirements of Bidders	It is requested to allow Operating Subsidiary as a Single Bidder		RFP conditions shall prevail
68.	Vol- II Draft Concession Agreement **5.5.7** **Page No: 26**	The Authority may require the Operator to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project, subject to provision of reasonable evidence, who in the opinion of the Authority: (a) persists in any misconduct. (b) is incompetent or negligent in the performance of his duties; (c) fails to conform with any provisions of this Contract; or (d) persists in any conduct which is prejudicial to the safety and security of the passengers and general public.	It is requested to modify the clause as "immediately **take remedial** action for the purpose of the Project, if in the opinion of the Authority" instead of immediately **remove any staff member/ personnel** Immediate removal of employee may not be possible in order to maintain industrial harmony or proper relations as per the terms of the Tender		RFP conditions shall prevail.
69.	Vol- II Draft Concession Agreement **5.8.1** **Page No: 27**	Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers to be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith	It is requested to include in the Clause - "However, Operator shall not need to furnish information which are proprietary in nature"		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		and in the manner and form required by the Authority.			
70.	Vol- II Draft Concession Agreement **6.1.2 Page No: 32**	Obligations of the Authority	It is requested to add that "Authority shall issue Form V under Contract Labour Regulation and Abolition Act to the operator upon submission of request"		Please refer response to Query No. 9 RFP conditions shall prevail.
71.	Vol- II Draft Concession Agreement **6.1.3 Page No: 33**	Obligations of the Authority	It is requested to add: "Authority shall provide Fire NOC for the existing depots to operators"		RFP conditions shall prevail.
72.	Vol- II Draft Concession Agreement **10.3.2 Page No: 45**	Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Licensed Premises or such area as maybe mutually decided between the parties. and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 21.1.1.	We request that timeline for handover of the 100% unencumbered depot premises be within {90} days from the Agreement Date as per clause no 4.1.4 in order to facilitate our depot completion within time provided in the tender		RFP conditions shall prevail.
73.	Vol- II Draft Concession Agreement **13.8 Page No: 57**	Upon approval of the Prototype in accordance with Clause 13.7, the Operator shall procure the remaining Buses in accordance with the provisions of Schedule -G	The timelines in Schedule G is w.r.t. LOA whereas delivery of Buses can be made only after Prototype is approved. Hence it is requested to ammend Schedule G		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
			and define the delivery date of Buses w.r.t. approval of Prototype		
74.	Vol- II Draft Concession Agreement**13.9.1 Page No: 58**	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.	As the damages in this tender, is a pre- estimated loss likely to be suffered by Authority by way of penalty, Please confirm that the damage calculation is based on Performance Security of each bus:The damage @0.1% x (Performance Security / Bus) for each day of delay for each Bus whose procurement is delayed		13.9.1 clarifies the same. RFP conditions shall prevail.
75.	Vol- II Draft Concession Agreement **14.1.5 Page No: 56**	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	As the damages in this tender, is a pre- estimated loss likely to be suffered by Authority by way of penalty, please confirm that the damage calculation is based on Performance Security of each bus: The damage @0.01% x (Performance Security / Bus) for each day of delay for each affected Bus		RFP conditions shall prevail.
76.	Vol- II Draft Concession Agreement **14.2.1 Page No: 57**	Ensure that all accessibility norms are met prior to issuance of completion certificate in accordance with Section 44(2) of the PwD Act	The depots are existing in nature as per Article 10. It is requested to remove this Clause as this cannot be under Operator's purview		RFP conditions shall prevail.
77.	Vol- II Draft Concession Agreement **16.6.1 Page No: 71**	In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure	It is requested to provide a reasonable time period for Tow Away from 1 to 2 Hours.		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown			
78.	Vol- II Draft Concession Agreement **16.6.1 Page No: 71**	In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown	It is requested to provide a reasonable time period for Tow Away from 1 to 2 Hours.		RFP conditions shall prevail
79.	Vol- II Draft Concession Agreement **20.6.2 & 20.6.3 Page No: 90**	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 / Total Bus kms in a month. The Severe safety shall be calculated in terms of number of Major Accidents. 20.6.3 The Operator agrees that the assured General Safety ("**Assured General Safety**") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one).	We request that Assured General Safety be: < 1 per 100,000 Kms i.e (No of minor accidents in a month x 100,000)/(Total Bus Kms operated in a month) < 1		RFP conditions shall prevail
80.	Vol- II Draft Concession Agreement **22.1.2 Page No: 94**	AC Bus Fee = (PK Fee $_{AC\ Bus}$ * actual Bus Kilometers) + (PK Fee $_{AC\ Bus}$ * 75%* (Monthly Assured Kilometers – actual Bus Kilometers)) AC Bus Fee = (PK Fee $_{AC\ Bus}$ * actual Bus Kilometers) + (PK Fee $_{AC\ Bus}$ * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))	We request that the compensation be made @ Per Km Fee for that Contract Year		RFP conditions shall prevail

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
81.	Vol- II Draft Concession Agreement **26.2.1 Page No: 105**	The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"),	It is requested to remove this Clause. Audit will be performed by Statutory Auditors of the Operator		RFP conditions shall prevail
82.	Vol- II Draft Concession Agreement **32.2.1 Page No: 125**	Termination for Authority Default	We request to include the following under Clause 32.2.1: Maintaining Escrow balance as per the terms of the Agreement		RFP conditions shall prevail.
83.	Vol- II Draft Concession Agreement **40.3 Page No: 147**	Withholding disclosure of Protected Documents 4.4 (a) Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3 — 0.1% of the Performance Security per day per bus	It is requested to make the obligations mutual for both parties		RFP conditions shall prevail.
84.	Vol- II Draft Concession Agreement Schedule V **Page No: 241**		This is not matching with Agreement clause 4.4 (a) where the operator also has a cap of 20%. We request to remove Schedule V as it is causing confusion		Please refer Corrigendum no. 3
85.	Vol- II Draft Concession Agreement Schedule V **Page No: 241**		This Clause reference is incorrect as the penalty is 2% of monthly Fee. We request to remove Schedule V as it is causing confusion		Please refer Corrigendum No. 3

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
86.	Vol- II Draft Concession AgreementSchedule U **Page No: 240**	Table: Parameters for Vehicle Health Monitoring:	It is requested that this table be customized during the time of signing of Agreement as many of the data may not be required to measure the performance of the Operator but it penalizes the operator for huge penalty. Further the obligations of monthly reporting are already covered in Schedule X so we request to remove this table under Schedule U so that the Operator is not penalized		RFP conditions shall prevail.
87.	Volume II, DCA, Clause No. **13.6** **Page No: 57**	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 and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Authority to remove the supply of the prototype and reclassify it as prototype approval, as delivery will align with Schedule G		RFP conditions shall prevail.
88.	Volume II, DCA, Clause No. **13.6** **Page No: 57**	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 and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.	Request Authority to modify the clause as The Operator shall, no later than **150 days** from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of		RFP conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
			Clause 13.5. OEM Justification : HEV Battery Lead time is min. 3 months 7 conducting the trail		
89.	Volume II, DCA, Schedule G A &B **Page No: 187**	A. Delivery Schedule for AC & Non-AC Buses 1. Minimum 25% of the Quantity awarded as per the LOA - Within 6 months of execution of Concession Agreement 2. Minimum 75% of the Quantity awarded as per the LOA - Within 9 months of execution of Concession Agreement 3. 100% of the Quantity awarded as per the LOA - Within 12 months of execution of Concession Agreement	Request authority to Amend it as follows: 1. Minimum 25% of the Quantity awarded as per the LOA - Within 6 months of execution of Concession Agreement 2. Minimum 75% of the Quantity awarded as per the LOA - Within 9 months of execution of Concession Agreement 3. 100% of the Quantity awarded as per the LOA - Within 12 months of execution of Concession Agreement		Please refer Corrigendum No.3
90.	Volume II, DCA, Schedule AA, Point No**. 5.5 (H)** **Page No: 251**	Schedule AA -Technical Specification Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average) - 12 mts AC: 1.3 kWh/km 12 mts Non -AC: 1.1 kWh/km	Request the authorities to specify the energy consumption range: 12m AC – 1.3-1.4 kWh/km and 12m Non-AC – 1.1-1.3 kWh/km. and remove the term 'Annual average' as the AIS 039 test is done at the testing agency Actual consumption may vary based on road conditions, load, traffic, and stoppages		RFP condition shall prevail.
91.	Volume II DCA Schedule AA Point no. 15 **Page No: 252**	Charging range The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by	OEM will meet range as per AIS 040, as per CMVR rule 126 along with type approval certificate at GVW & AC		RFP condition shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per the RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	Request authority to make change in opportunity changing time from 30 mins to **60 min**		
92.	Volume II DCA Schedule AA Point no**.** **25.6** **Page No: 258**	ITS enabled bus VLTD and Panic Button (WITH CAN)	Request authority to note: Said requirement will meet as per AIS 140		AIS 140 is already mentioned in the RFP

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
93.	Volume 1, RFP Document Para No/Clause **No. 1.1.5**	1.1.5 In pursuance of this DLR, the Authority under this RFP has decided to undertake procurement, supply, operation and maintenance of 600 (six hundred) (12 metres (low floor 400mm)) (400 AC and 200 Non-AC) Electric Buses and development of allied electric and civil Infrastructure on Gross Cost Contracting	1.1.5 In pursuance of this DLR, the Authority under this RFP has decided to undertake procurement, supply, operation and maintenance of 600 (six hundred) (12 metres (low floor 400mm)) **AC** (~~**400 AC and 200 Non-AC)**~~ Electric Buses and development of allied electric and civil Infrastructure on Gross Cost Contracting	Request to consider total fleet size of 600 buses to AC type. Instead of Non-AC	Refer Corrigendum No. 3

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
94.	Volume 1, RFP Document **Page No. 10** Para No/Clause No. **1.2.6**	Assured Kilometres per e-bus per month: 6500 kms	Assured Kilometres per bus per day: ~~**6500**~~ **7500 kms**	Request to kindly consider	RFP condition to prevail.
95.	Volume 1, RFP Document **Page No. 29** Para No/Clause No. **2.22.4**	Bid Security: INR 3,00,00,000/- (Three Crores Rupees Only) to be submitted in the form of Bank Guarantee.	5. Bid Security: INR ~~**3,00,00,000/- (Three Crores Rupees Only)**~~ **50,000/- per bus** to be submitted in the form of Bank Guarantee.	Request to kindly consider	RFP condition to prevail.
96.	Volume 1, RFP Document **Page No. 19** Para No/Clause No**. 2.2.3**	**Technical capacity** d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	**Technical Capacity:** d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a ~~**similar**~~ **offered** model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.	Request to kindly consider	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
97.	Volume 1, RFP Document **Page No. 19** Para No/Clause No. **2.2.3 (e)**	e. In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.	~~**. In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.**~~ **Bidder having Type approval certificate having relevant experience shall be considered.**	Request to kindly consider	RFP condition to prevail.
98.	Volume 1, RFP **Page No. 31** Para No/Clause **No. 2.23.1**	Performance Security: The amount of the Performance Security to be furnished shall be Rs. 3 Lakh (Rupees Three Lakh) per Bus	Performance Security: The amount of the Performance Security to be furnished shall be ~~**Rs. 3 Lakh (Rupees Three Lakh)**~~ **Rs. 50,000 per Bus with an initial validity of 5 years and same shall be extended before its expiry and shall be maintained valid through out contract period** **Request to consider reduction on performance security @8.33 per annum**	Request to consider	Refer Corrigendum No. 3
99.	Volume 2, DCA **Page No. 101** Para No/Clause No. **26.1.1**	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of its accounting year to which they pertain	The Operator shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors**,** ~~**within 90 (ninety) days of the close of its accounting year to which they pertain**~~	We request you to kindly consider. Operator shall ensure to submit the Financial statements	RFP condition to prevail.

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
100	Volume 2, DCA **Page No. 101** Para No/Clause No**.** **26.1.2**	The Operator shall, within 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange.	The Operator shall, ~~**within 90 (ninety) days of the close of each accounting year**~~, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange.	We request you to kindly consider. Operator shall ensure to submit the Audited Financial statements	RFP condition to prevail.
101	Volume 2, DCA **Page No. 80** Para No/Clause No. **19.5.2**	Failure to complete remedial measures INR 2500 per bus times the number of buses allocated to the specific depot	Failure to complete remedial measures **INR ~~2500~~ 1000** per bus times the number of buses allocated to the specific depot	Request to consider This helps in quoting the best possible quote	RFP condition to prevail.
102	Volume 2, DCA **Page No. 214** Para No/Clause **No. 41.2.3**	Redressal of complaints The Operator shall pay Damages equal to INR 2,500 per bus for each day	Redressal of complaints The operator shall pay damages equal to **INR ~~2500~~ 1000 per Bus for each week.**	Request to consider This helps in quoting the best possible quote	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
103	Volume 2, DCA **Page No. 72** Para No/Clause No**.** **17.5.1**	Damages for breach of Maintenance Obligations In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 (Rupees Twenty Five Hundred) per bus. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 (Rupees Twenty Five Hundred) per bus. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, ~~**including the right of Termination thereof**~~.	Request to consider	RFP condition to prevail.
104	Volume 2 **Page No. 15** Para No/Clause No. **5.1.5**	Power supply at 415 V only up to pillar of LT distribution transformer(s) shall be made available by the Authority ("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator.	Power supply at 415 V only up to ~~**pillar of LT distribution transformer(s)**~~ **Metering Room inside Depot premises** shall be made available by the Authority ("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator.	Request to consider	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
105	Volume 2, DCA **Page No. 115** Para No/Clause No. **31.2.1**	ARTICLE-31: SUSPENSION OF OPERATOR'S RIGHTS: During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for incurring any expenses on Operation and Maintenance of Buses.	Kindly delete this clause because achieving Financial Closure is difficult	Request to consider	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
106	Volume 2, DCA **Page No. 54** Para No/Clause No. **13.9.1**	Delay in Procurement 13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus. 13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as 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.	Delay in Procurement 13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each **~~day~~ week** of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus. 13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds **~~10% (ten percent)~~ 3%** of the Performance Security, **~~notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default~~**.	Request to consider	RFP condition to prevail.
107	Volume 2, DCA **Page No. 89** Para No/Clause No**.** **21.1.1**	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 days from the date of this Agreement	The Operator hereby agrees and undertakes that it shall achieve Financial Close within **~~90~~ 180** days from the date of this Agreement	Request to consider.	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
108	Volume 2, DCA **Page No. 15** Para No/Clause No**. 5.1.8**	Article 5 Obligations of the Operator 5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure ~~**100%**~~ **95%** availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.	Request to consider.	RFP condition to prevail.
109	Volume 2, DCA **Page No. 68** Para No/Clause No. **16.7.5**	16.7.5 The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	16.7.5 The ~~**Authority**~~ **Operator** shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	Request to consider.	RFP condition to prevail.
110	Volume 2, DCA **Page No. 87** Para No/Clause No. **20.10**	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	**Request to consider total penalty capping for KPI's, Infractions and for any other penalties to be levied on Operator as a maximum of 5%**	Request to consider	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
111	Volume 2, DCA **Page No. 83** Para No/Clause No. **22.1.2 (a)**	a) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres))	b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * ~~**75**~~ **100**%* (Monthly Assured Kilometres – actual Bus Kilometres))	Request to consider	RFP condition to prevail.
112	Volume 2, DCA **Page No. 83** Para No/Clause No. **22.1.2 (c)**	c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: Non-AC Bus Fee= (PK Fee Non-AC Bus * Monthly Assured Kilometers) + (PK Fee Non-AC Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	c) If the actual Bus Kilometers travelled by AC Buses is more than the aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * ~~**50**~~ **75**%* (actual Bus Kilometers - Monthly Assured Kilometers))	Request to consider	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
113	Volume 2, DCA **Page No. 93&94** Para No/Clause No. Revision of Fee **22.4.1**	Revision of Fee: 22.4.1 The Parties agree that each of the respective PK Fee AC Bus and PK Fee Non-AC Bus shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)	Revision of Fee: 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 (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)**~~ **Revision of Fee shall be 2% from 2nd year onwards.**	Request to consider	RFP condition to prevail.
114	Volume 2, DCA **Page No. 177** **Para** No/Clause No. Schedule – C: I.2	2. Any civil and electrical work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from	**The scope of construction permissions from state or local authorities will be in authority scope.**	Request to consider	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
		the Authority. The cost of applicable permits is to be borne by the Operator.			
115	Volume 2, DCA **Page No. 11** **Para No/Clause No. 4.1.3**	d) procured all the Operator Applicable Permits specified in Schedule-C required for the procurement of the Buses and the Fit-Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws;			RFP condition to prevail.
116	Volume 2 Technical Specifications **Page No. 247** **S.No. 5.2**	Battery Life: Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when SoH falls below 80%.	**Request to delete this clause**	Request to delete. Operator shall ensure to operate the total kilometre coverage as per RFP without effecting the schedules.	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
117	Volume 2, Technical Specifications **Page No. 248** **S.No. 5.5**	5.5 h) Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average): 12 M AC: 1.3 kWh/km 12 M Non-AC: 1.1 kWh/km	3.5 h) Energy Consumption of e- Bus when tested as per AIS 039 (latest revision) with AC switched ON condition **~~(Annual Average):~~** **For 12M AC: AIS 039 is done with AC in switched off condition** **For 12M Non-AC: AIS 039 is done with AC in switched off condition**	Request to consider as per AIS039/CMVR. Testing will be done without AC as per AIS 039/CMVR	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
118	Volume 2 Technical Specifications **Page No. 248 S.No. 15**	The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	The minimum range on single charge: The minimum range on single charge: ~~**200 kms**~~ **250 kms** (at 80% SoC) for 12 m bus, duly certified as per ~~**AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate**~~ **real time on road conditions** at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to ~~**45**~~ **60** minutes (depot-in, depot-out basis or at any terminal).	It is difficult to predict the real time Range at actual on-road condition from Range as per AIS 040. Range at on-road conditions in real time helps the Authority in better scheduling the routes. For loss of kilometres due to the reasons not attributable to the Operator like traffic jams, power failure etc., Proportionate Opportunity shall be provided to cover the remaining schedules of the day.	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
119		New clause to be added	**Field Trails:** **Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept with the offered model as per the routes desired by MTC for a minimum period of 2 days as per following conditions:** **Range in Single charge shall be 275 Kms @ 80% SOC for 12m LF AC Electric Bus.** **Load shall be as per GVW considering Actual passengers load.** **Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.**	This will help authority in procuring the proven product for operations	RFP condition to prevail.
120	Volume 2, Technical Specifications **Page No. 249** **S.No. 15.3**	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.	As per OEM Design for Air suspension	Request to consider as the clearance remains constant with Air Suspension.	RFP condition to prevail.
121	Volume 2, Technical Specifications **Page No. 227** **S.No. 18.4 (D)**	Floor surface material: Minimum 15 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest.	Floor surface material: Minimum ~~**15**~~ **12** mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest.	Request to consider as per OEM design	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
122	Volume 2, Technical Specifications **Page No. 231** **S.No. 23**	ITS enabled bus: 7. Camera based Passenger Counters: At each door as per the specifications in Annexure 1 below	**3D image cannot be provided, request to consider.**	Request to delete the point.	RFP Condition shall prevail. It is clarified that the provision of externally viewable 3D images is not required, however, the APC system must utilize the stereovision technology or equivalent to create a 3D representation for accurate passenger detection.
123	Volume 2, Technical Specifications **Page No. 255** **S.No. 25**	viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi- resolution CCTV cameras shall be installed each one at 'A' pillar facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment. Three hi-resolution CCTV applicable for 7m buses. Operating temp is -10°C to 60°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board.	viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi- resolution CCTV cameras shall be installed ~~**each one at 'A' pillar**~~ facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & fourth one in the exit door from the inside facing towards passenger compartment. Three hi-resolution CCTV applicable for 7m buses. Operating temp is -10°C to 60°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board.	Request to consider as per OEM design	RFP condition to prevail.

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
124	Volume 2 Technical Specifications **Page No. 254 & 255** **S.No. 25**	ITS enabled bus: 7. Acceleration 8. Voltage (pack and cell level) 9. Current (pack and cell level) 10. Power 11. Charger Current 12. Charger Voltage 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17. Coolant Temperature (Optional)	ITS enabled bus: 7. Acceleration **(calculated)** 8. Total Voltage **~~(pack and cell level)~~** 9. Total Current **~~(pack and cell level)~~** 10. Power **(calculated)** 11. Charger Current 12. Charger Voltage 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17. Coolant Temperature (Optional) **Request to allow and submit the same as and when requested by Authority.**	Request to kindly consider	RFP condition to prevail.
125	Volume 2 Technical Specifications **Page No. 256** **S.No. 26.5**	Stanchions: As Manufacturer design. MS tubing of 38 mm dia with sleeves, 3 mm thick/ powder coated Rest as per AIS:052	Stanchions: As Manufacturer design. MS tubing of **min** 38 mm dia with sleeves, 3 mm thick/ powder coated Rest as per AIS:052	Request to consider as per OEM design	RFP condition to prevail.
126	Volume 2 Technical Specifications **Page No. 247** **S.No. 5.2**	Battery Life: Battery to be used in mobility application upto 80% SoH. OEMs to replace battery when SoH falls below 80%.	**Request to delete this clause**	Request to delete. Operator shall ensure to operate the total kilometre coverage as per RFP without effecting the schedules.	RFP condition to prevail.

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
127	Volume 2, Technical Specifications **Page No. 250** S.No. 17 (A)	Wheel chair Boarding Devices: Ramp should be power operated and should meet the requirement as per AIS:153	Wheel chair Boarding Devices: Ramp ~~**should be power operated and**~~ **will be manually operated** and ~~**should**~~ **shall** meet the requirement as per AIS:153	Request to consider	RFP condition to prevail.
128	Volume 2 Technical Specifications **Page No. 254**	eSIM MNVR: 1 No.	**We can provide plastic sim instead of ESim**	Request to kindly consider	RFP condition shall prevail

129	Volume 2 Agreement **Page No. 13** **Clause No. 4.4**	4.4 Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.	4.4 Damages for delay by the Operator (a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of **~~20% (twenty percent)~~ 3%** of the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.	Request to consider	RFP condition shall prevail

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
130	Volume 2 Agreement **Page No. 81**	19.7 Real Time Data Access The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.	19.7 Real Time Data Access The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. **~~The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.~~**	Request to delete the requested clause	RFP condition shall prevail
131	Volume 2 Agreement **Page No. 83 Clause No. 20.3.7**	20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 minutes before the scheduled turn out operation on all days.	20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about **~~15~~ 5** minutes before the scheduled turn out operation on all days.	Request to consider	RFP condition shall prevail

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
132	Volume 2 Agreement **Page No. 48** **Clause No. 12.5.2**	12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement),unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	12.5.2 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~~ each week** of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	Request to consider	RFP condition shall prevail

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
133	Volume 1 RFP **Page No. 16** **Clause No. 2.1.18**	2.1.18 In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved.	2.1.18 In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it **~~has the option of~~ it shall form SPV for** executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved.	Request to consider.	RFP condition shall prevail

Query No	Reference Section/ Clause No./ Page No/ Para	Description as Per RFP	Queries/ Clarification of the bidder	Remarks from bidder	MTC's Response
134	Volume 2 Agreement **Page No. 37** **Clause No. 9.2.2**	9.2.2 Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32.	9.2.2 Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within **~~15 (fifteen)~~ 45** days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32.	Request to consider	RFP condition shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
135.	Page 14 Pt 2.1.12 Clause: (c)	At least one of the members of the Consortium should be an original equipment manufacturer "OEM" or its Associate and the OEM or its Associate shall be required to fulfil the Technical Capacity criteria mentioned in clause 2.2.3 of this RFP. Further, the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equity share capital in the SPV created to implement the Project till the end/expiry of the Concession Period.	We request to allow participation of Operator or VCF / AIF to bid as single bidder or bid in consortium with no OEM to be necessarily be part of bidding process. Where bidding by above entities either as single bidder or in consortium can be requested to submit MAF (Manufacturer Authorization Form) from any one OEM who meets respective OEM qualification criteria. Post award there will be back-to-back agreement between Bus Operator / VCF / AIF and OEM for Bus Supply and AMC Support through the contract period. **Ref:** 1) TMT, Thane: TMC/PRO/TMT/798/2024-25 dated 14-10-2024: Allowed all 3 members to participate as single bidder or consortium, OEM with MAF Support 2) NMC, NAGPUR: 2024_NMCN_1065820_1 dated: 06-08-2024: Allowed operator to participate, OEM can provide MAF Support 3) CESL/06/2023-24/PM E Bus/ Phase II/ 2324003013/ Amdt-11 Dated: 29.10.2024: Allowed all 3 members to participate as single bidder or consortium, OEM can provide MAF Support		RFP condition to prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
136.	Page 14 Pt 2.1.12 Clause: (d)	Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix 4, signed by all the other members of the Consortium;	Lead Member in consortium can be either OEM/ Bus Operator or VCF / AIF, OEM not be mandatory part of consortium. OEM can be bind through MAF support at the time of bidding. Such OEM who submits MAF to bidder cannot bid as single entity or as consortium member with another entity or as MAF support OEM to another bidder		RFP condition to prevail.
137.	Page 15 Pt 2.1.12 Clause: (h - iv)	Commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the commercial operation date of the Project till the expiry of the Concession Agreement hold minimum 26% subscribed and paid-up equity share capital in the SPV and include a statement to the effect that all members of the Consortium, shall be liable jointly and severally for all obligations of the Operator in relation to the Project, in accordance with the Concession Agreement;	Exit of Lead Member from any Consortium shall not be permitted at any stage. Any replacement in the non-lead Consortium member shall be permitted after three years of successful operations only, provided the replaced member possesses qualifying credentials required of a member having similar role / to permit member to dilute its stake from minimum holding. The exercise will need prior approval of the Authority		RFP condition to prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
138.	Page 16 Pt 2.1.18	In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement.	In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with ~~100%~~ **with min 51% direct** shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement.		RFP condition to prevail
139.	Page 16 Pt 2.1.19	In case the Successful Bidder is a Consortium, it shall be mandatory to form an SPV to execute the Concession Agreement and implement the Project. In case of the Consortium, the OEM or its Associate shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV throughout the period of the Agreement.	In case the Successful Bidder is a Consortium, it shall be mandatory to form an SPV to execute the Concession Agreement and implement the Project. In case of the Consortium, the OEM or its Associate shall ~~mandatorily~~ hold minimum 26% subscribed and paid-up equity share capital in the SPV for the period of 3 years from the date of COD ~~throughout the period of the Agreement.~~		RFP condition to prevail.
140.	Page 19 Pt 2.2.23 Clause (a)	A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India	A Bidder / a member of Consortium shall be a registered electric bus manufacturer / OPERATOR / VCF or AIF having a ~~bus manufacturing facility~~ registered in India		RFP condition to prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
141.	**Page 19 Pt 2.2.23 Clause (b)**	A Bidder / member of Consortium shall have: i. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; or ii. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;	A Bidder / member of Consortium shall have: The Bidder shall have experience of manufacturing and supply of minimum 180 (no.) Electric Buses in India in any single year in the last 3 Years preceding the Bid Due Date. OR The Bidder shall have experience of manufacture and supply of min 35 (nos) electric buses in India in any single year in last 3 years preceding the Bid Due Date, and simultaneously the Bidder shall have the capacity to manufacture a minimum of 700 (nos) electric buses annually. **Ref :** Ahmedabad Municipal Transport Service , Tender No : 154975 (01/CO/EBUS) dated: 10.02.2025		RFP condition to prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
142.	**Page 20 Pt 2.2.10**	<table><tr><td>Alternative 1</td><td>Average Annual Turnover</td><td>The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date</td></tr><tr><td>Alternative 2</td><td>Total Fund Available for Project</td><td>The Bidder should have the TFAP as defined in Clause 2.2.9(a) at the close of the preceding financial year of INR 200 crores (Rupees Two Hundred Crore)</td></tr></table>	For Evaluating financial criteria of any bidder or its consortium members, We request authority to allow Aggregating the financial capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted. Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the associate firm meets the above definition of the Associate firm. For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e., Parent/Holding Company) or is controlled by the Bidder (i.e., subsidiary), or is under the common control with the Bidder (i.e., sister concern).		RFP condition to prevail.
143.	**Page 31 Pt 2.23.1**	The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be Rs. 3 Lakh (Rupees Three Lakh) per Bus	The procurement and investment involved in execution is higher, considering this we request authority to kindly limit Rs 1,00,000 per bus as Performance Bank Guarantee		Refer Corrigendum No. 3

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
144.	**Page 35 Pt 3.4.7**	The Authority shall split the total quantity of buses to be procured under this RFP amongst the Preferred Bidder ("L1 Bidder") & one other bidder agreeing to match the price of the L1 bidder.	The bidder price bid will be based on total quantity of buses and accordingly concluding in price to be quoted any split will hamper the bidder estimation. It is therefore requested the entire bid quantity shall be offered to the L1 (Lowest Quoted Bidder).		RFP condition to prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
145.		2.2.1 (c)Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are also eligible to participate in the bidding process as a member of Consortium subject to the conditions set out in Clause 2.2.9.	2.2.1 (c)Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are also eligible to participate in the bidding process as a member of Consortium directly or through its newly incorporated or invested company subject to the conditions set out in Clause 2.2.9.	Clarification - It means VCF/ AIF through its newly incorporated or invested entity. Where VCF/ AIF as a parent can provide letters confirming about available Investible Fund/ Capital as required under Alternate 2 and undertaking as required under	RFP condition to prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
				Clause 2.2.9. Request confirmation on the above understanding.	
146.		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.	2.2.9 Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are eligible to participate in the bidding process as a member of Consortium directly or through its newly incorporated or invested company subject to following conditions.	Clarification - It means VCF/ AIF through its newly incorporated or invested entity. Where VCF/ AIF as a parent can provide letters confirming about available Investible Fund/ Capital as required under Alternate 2 and undertaking as required under Clause 2.2.9. Request confirmation on the above understanding.	RFP condition to prevail

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
147.		2.2.5 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the financial year in which the Bid is made.	2.2.5 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the financial year in which the Bid is made. IN CASE OF COMPANY GOT INCORPORATED DURING FY25, SAME IS EXEMPTED, HOWEVER A CERTIFICATE ON NETWORTH FROM THEIR STATUTORY AUDITOR/ CA AS ON MARCH 31, 2025 WILL BE REQUIRED.	Request you to allow a member which has been newly incorporated during FY25 to submit NW related certificate as on March 31, 2025 signed by Stat Auditor/Practising CA to meet the eligibility criteria. For such partner Audited Annual Report submission to be waived off. Sector is new and Bidder who meet the criteria alongwith consortium member, such requirement will be detrimental for sector growth and will stall new Funds to participate in the sector.	RFP condition to prevail.

Replies to queries for Procurement, Supply, Operation and Maintenance of 600 (400 AC & 200 Non-AC) Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
148.		2.2.10 Alternative 1 - Avg Annual Turnover - The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date	2.2.10 Alternative 1 - Avg Annual Turnover - The Bidder (in case of Consortium - Collectively) should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date	It's not coming out clearly from RFP that in case of a consortium whether each member or consortium aggregating all members credentials should meet the MAAT or Investible fund requirement. Request clarity on the same. It should be basis collectively for consortium for the said period. Even if any one member individually meets the same requirement, then Consortium should be in compliance fo the said financial qualification.	Refer Clause 2.2.8 of the RFP for clarification

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
149.		2.1.20 The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Concession Agreement; and that the Successful Bidder (or the Consortium members), shall hold not less than: i. 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of the Concession Agreement and for a period of 3 (three) years from the date of Commercial Operations Date (COD) as defined in the draft Concession Agreement; and ii. Additionally, the OEM or its Associate shall continue to hold at least 26% of the subscribed and paid-up equity shareholding in the SPV till the end/expiry of the period of the Concession Agreement.	2.1.20 The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Concession Agreement; and that the Successful Bidder (or the Consortium members), shall hold not less than: i. 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of the Concession Agreement and for a period of 3 (three) 1 (ONE) years from the date of Commercial Operations Date (COD) as defined in the draft Concession Agreement; and ii. Additionally, the OEM or its Associate shall continue to hold at least 26% of the subscribed and paid-up equity shareholding in the SPV till the end/expiry of the period of the Concession Agreement.	Other than OEM mandatory holding of 26%, consortium should be enabled to dilute upto 74% post COD + 1Year instead of 3 years. Other than OEM mandatory holding of 26%, consortium member can exit/ or dilute balance 74% in the project any time after 1 Year subject to Authority approval.	RFP condition to prevail.
150.		POA to one member for bidding and authorising for bid process		A clarification, POA can be issued in favour of any member of consortium to complete the bidding process and not necessarily Lead Member.	RFP condition to prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
151.	RFP **Page no: 10**	The Program is being implemented as a Program-for-Results (PforR) operation of the World Bank and involves financing of USD 150 Mn each from IBRD and AIIB, which shall be released by the banks upon achievement of disbursement linked results.	Please provide details of the programs mentioned and if this financing is specifically for this tender, how will it be utilised for this tender and what are the milestones for release of funds under this financing		It is clarified that the release of fund from World Bank is **NOT** linked with the payment to the Operator. Further, the information pursuant to milestones for release of funds under this financing is not required for putting together the bid for the Bidder.
152.	RFP 2.2.3 Technical Capacity **Page no: 20**	A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India.	Request Authority to allow Financial Aggregator to bid as single bidder. Single bidder other then Financial Aggregator to be allowed to provide MAF from OEM meeting the OEM Technical criteria		RFP Conditions shall prevail
153.	RFP 2.2.3 Technical Capacity **Page no: 20**	b. A Bidder / member of Consortium shall have: 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;	b. A Bidder / member of Consortium shall have: i. manufactured and supplied at least **50** 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 **100 (One hundred)** electric buses in the last 5 (five) financial years prior to the Bid Due Date;		RFP Conditions shall prevail
154.	RFP 2.2.2 Financial Capacity Criteria **Page no: 20**	The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date	Request Authority to modify the financial criteria for aggregator and keep only the Networth requirement as qualfiying criteria. Considering the Electric Mobility is a sunrise sector and turnover criteria shall not be there for Aggregator.		RFP Conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
155.	RFP 2.1.12 General terms of Bidding **Page no: 15**	the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equity share capital in the SPV created to implement the Project till the end/expiry of the Concession Period.	1. Mandatory shareholding of 26% by OEM to be removed. 2. AMC contract to be signed with OEM for concession period 3. Authority to have step in right		RFP Conditions shall prevail
156.	DCA 5.6 Advertisement and Branding of Buses **Page No: 27**		Confirmation whether advertisement revenue will belong to Operator or Authority ?		Refer Clause 16.7.5 of Volume II of the RFP
157.	DCA Article 9 Performance Security **Page No: 41**	The Operator shall, for the performance of its obligations hereunder till the expiry of the Concession Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 30 Crore (Rupees Thirty Crore)	Performance Security to reduce by 25% at the end of every 3 years from COD. Same is in line with latest PM E-Bus Sewa tender		RFP Conditions shall prevail
158.	DCA Article 10 Right of Way for Depots **Page no: 43**		Following clauses are missing / not clear - 1. Location of maintenance and accident pit is missing and scope clarity is missing 2.Location for driver sitting area, offices, washroom, maintenance rooms and maintenance area are missing 3. Scope for backend infrastructure like supply and installation of HT panel, transformer, power connection, CEIG approval, liaison with DISCOM is not clear 4. Scope for civil infrastructure like flooring		Refer Clause 6.1.3 of Volume II of the RFP and definition of Fit Out Works for abundant clarity.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
			of the Depo is missing 5. Scope for creating a cable trench with alliged works from transformer yard to charger area is missing 6. Scope for charger shed is missing		
159.	DCA **Clause 16.4.7** Routes and Schedules **Page no: 69**	In the event there is a need for change in the Operational Route of a Bus, the Operator shall inform the control centre established by the Authority for monitoring of all activities ("Control Centre") and the same shall be tallied with the change in route length measured by the Intelligent Transit Management Systems ("ITMS") installed by the Operator or the odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Operator.	Who will establish the Control center and its pieces of equipment and manpower?		Refer Clause 16.4.7 which clearly states "**control centre established by the Authority** for monitoring of all activities ("Control Centre")".
160.	DCA **19.7** Real Time Data Access **Page no: 84**	The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule - P. The Operator	OEM will provide only AIS-140 VTS and ITS hardware or OEM has to provide ITMS platform. Please clarify.		The Schedule P is abundantly clear RFP condition shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
		shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.			
161.	DCA **Clause 20.8.2** Monthly Report **Page no: 91**	The Operator shall keep backup for atleast 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.	As per this requirement, Will OEM have to maintain their own ITMS platform. Need clarification. Only RAW data to be taken back up or processed MIS reports. Need Clarification on MIS report. Video footage backup not defined.		RFP condition shall prevail.
162.	DCA **Clause 20.10** Cap on Damages for failure to achieve Key Performance Indicators **Page no: 91**	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be **capped at 10% of the aggregate Monthly Fees payable in such month.**	Overall penalty capping should be restricted to 5%		RFP Conditions shall prevail
163.	DCA **Clause 22.1.4** Fee **Page no: 95**	The Operator agrees and acknowledges that a Bus Kilometer, for the purpose of payment of the Fee, shall not include any kilometer travelled by the Bus to any maintenance facilities, other than the Maintenance Depot, or for any travel not	what will be the process of fee calculation in case Authority demand to deploy buses without plan or delay to upload monthly route/ schedule plan by authority in central ITMS system.		It has been clarified that the fee shall be calculated on the basis of approval taken from the Authority.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
		authorized by the Authority or not captured in the ITMS platform or otherwise not in accordance with the terms of this Agreement.			
164.	DCA **Clause 22.1.5** Fee **Page no: 95**		Any vehicle travelled prior to COD date will be billed on actual KM and will not be considered in assured KM in future or any other calculation.		RFP Conditions shall prevail
165.	DCA **Clause 22.1.5** Fee **Page no: 95**		COD of Buses Lots - contractual period will be extended according to COD of Lots instead of Contractual Expiry		Contractual period shall be extended according to COD of Lots.
166.	DCA **Clause 22.1.6** Fee **Page no: 96**	In the event Bus Kilometers is not captured by ITMS on account of default of Authority or any other reason not in control of the Operator, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer.	What will be the Odometer reading source? Need more clarifications. In the event of Bus KM not captured in ITMS due to Telecom service provider or Network non-availability, the Billing should take placed based on ODO meter readings available		RFP condition shall prevail.
167.	DCA **Clause 22.3** Monthly Assured KM **Page no: 97**		Assured KM will be calculated based each bus and billing will be done based on each bus KM or cumulative KM for the month of bus lot		It has been clarified that the billing will be done based on each bus kilometer.
168.	DCA **Clause 22.4** Revision of Fee **Page no: 97**	"Revision in PK Fee" will be calculated based on the formulae given below: PK Fees (revised) = (PK Fees) + (PK Fee x (CPI Month – CPI Base)/ CPI Base x 0.05) + (PK Fee x (MW Month – MW Base)/ MW Base x 0.25)	Fee to be escalated by 2% every year, in line with CESL tenders		RFP Conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
169.	DCA **Clause 22.4** Revision of Fee **Page no: 97**		Revision of Fee from the date of signing of the agreement, if the buses are not operated than also price will be revised after 6 months and updated price will be applicable at the time of first billing. And WPI & CPI reference and price should be available with example		RFP condition shall prevail. Formula has been provided for abundant clarity.
170.	DCA **Clause 22.4** Revision of Fee **Page no: 97**		In any case PK Fee will not be in reduce due to WPI & CPI reduce		RFP condition shall prevail.
171.	DCA **Clause 22.4** Revision of Fee **Page no: 97**		WPI & CPI - Getting updated later after 1-2 months, in that case price revision for monthly billing will take be taken place through supplementary invoices		It has been clarified that WPI has nothing to do with revised PK fee calculation and Fee revision will take place through supplementary invoices.
172.	DCA **Clause 22.5** ELECTRICITY COST **Page no: 98**		Current Tariff of Electricity to be provided of that state according to this agreement and example of calculation of rate per unit should be available for more understanding.		Illustration regarding this has been provided in Clause 22.5.2 in Volume II of the the RFP.
173.	DCA Definition **Page no: 159**	Provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.	To be removed in line with previous CESL tender		RFP Conditions shall prevail
174.	DCA Schedule-C - Applicable Permit The following permits shall be procured by authority		the compliance requirement is specified for the operators. However, Depo will be constructed by the authority, hence all Statutory compliances like Depo FIRE NOC (fire hydrant, fire sprinkler, detection system), Electrical CEIG, PCB NOC, CTO, CTE would be in authority scope		RFP Conditions shall prevail

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
	Page no: 181				
175.	DCA Schedule – M 8.1 Supplementary Escrow Agreement **Page no: 208**		Waterfall mechanism for payment to be done by Operator. Further, why Authority is required to be party of supplementary escrow agreement?		Clause 8.1 of the Schedule M is abundantly clear. RFP Conditions shall prevail
176.	DCA Schedule – -P; Annex-1 On Board Devices **Page no: 216**	ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3	Integration scope is not mentioned		Adequately mentioned in Schedule- P of the RFP document. May refer to: 1. Point no. 2 of Schedule P 2. Point no. (ix) under Annex 1 of Schedule P 3. Point (i) of Annex-2 under Schedule P.
177.	DCA Schedule – -P; Annex-1 On Board Devices **Page no: 216**	Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.	Integration scope is not mentioned		Adequately mentioned in Schedule- P of the RFP document. May refer to Point (i) of Annex-2 under Schedule P.
178.	DCA Schedule – -P; Annex-3 List of parameters and data standard **Page no: 216**	The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec to the centralized ITMS server.	Need more clarification on PID and DTC codes for EV buses. What will be the source device of these parameters? Will these parameters be communicated through AIS-140 VTS or MNVR ITS devices?		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
179.	DCA Schedule – -Z; COMPREHENSIVE MAINTENANCE AGREEMENT **Page no: 247**	For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement	Rate should be 10% in line with CESL tender, same is line with CESL Further, authority shall separately pay for battery replacement cost		RFP Conditions shall prevail
180.	DCA Schedule – -AA; Technical Specifications for Type-I Buses **Page no: 252**	Charging Range - The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus	The minimum range on single charge: **180 kms** (at 80% SoC)		RFP Conditions shall prevail
181.	DCA Schedule – -AA; Technical Specifications for Type-I Buses **Page no: 223**	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to **60 minutes** (depot-in, depot-out basis or at any terminal).		one opportunity fast charging of **up to 45 minutes** is mentioned in the RFP. RFP condition shall prevail
182.	DCA Schedule – -AA; Technical Specifications for Type-I Buses **Page no: 256**	For wheelchair compatible buses: i. Total 36 numbers for 12-meter bus including wheelchair (35 seats + 1 wheelchair + Driver),	Please specify number of wheelchair compatible buses out of total 600 buses		Each bus must have provision for 35 seats + 1 wheelchair seat + 1 driver seat. Therefore, 600 buses will have 600 wheelchair seats.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as per RFP	Queries /Clarifications of the Bidder	Remarks from Bidder	MTC's Response
183.	DCA 2. Guidelines for Communication between ITS Equipment and ITMS Backend: Data Message format **Page no: 267**	The communication protocol will be as per TCP/IP communication protocol as per AIS140 for VLTD and panic button and for CCTV as per BIS 16833 standard.	Any further Govt portals integrations are needed since it is related with AIS 140 device. What if the packet size it bigger than expected?		It is clarified that the Integration with government platforms shall be as per AIS-140 compliance. Regarding packet size, the data transmission shall conform to the AIS-140 protocol specifications.
184.	DCA 3.Guidelines for Communication between ITS Equipment and ITMS Backend: DEVICE TO BACKEND COMMUNICATION MECHANISM **Page no: 267**	Vehicle Location Packet/ Alerts These packets will be sent at configurable period time interval. Minimum is 5 seconds as per AIS140 standard.	Data frequency is defined as 30 Sec in some parts of CA and in this clause, requirement is 5 Sec. Please specify. CAN and DTC code protocol format sample are not defined.		RFP condition shall prevail.
185.			Ridership/ fare collection per km/ daily Km operated by existing buses		Not relevant for the preparation of Bid.
186.			No. and location of depot in each city, whether brownfield/ greenfield		All depots are located in Chennai and all are Brownfield Depots. Bidder may coordinate with MTC for Depot visit.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
187.	**1.2.7 Tendernotice_1,** **Pg No 10**	The Authority (MTC) reserves the right to increase the total number of e-buses to be deployed as per this RFP by upto 25%.	We request Authority to issue LoA of additional quantity within 1 year of signing of concession agreement & proportionately additional delivery period should be provided for supply of buses.		Refer Corrigendum no. 3
188.	Schedule-D Performance Security Tendernotice_2, **Pg No179**	The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and	The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and		RFP condition shall prevail

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.	obligation under this Guarantee ~~and the Bank hereby waives all of its rights under any such law.~~		
189.	Schedule-D Performance Security Tendernotice_2, **Pg No179**	Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.	**Requesting Authority to kindly amend the clause as below:** Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it is received by the bank.		RFP condition shall prevail
190.	Definitions Article-43 Tendernotice_2, **Pg No 156**	"Encumbrances" means, in relation to the Licensed Premises, Maintenance Depots or Buses and, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Maintenance Depots or Buses, as the case may be, where applicable herein;	"Encumbrances" means, in relation to the Licensed Premises, Maintenance Depots ~~**or Buses**~~ and, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Maintenance Depots or Buses, as the case may be, where applicable herein;		RFP condition shall prevail

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
191.	Payment Terms Article 22.2.3 & 22.2.4 Tendernotice_2, **Pg No 92**	22.2.3 The first Invoice to be submitted by the Operator after the Lot COD of the first Lot of Buses shall be pro-rated for the number of days from the Lot COD of the first Lot of Buses until the last working day of the month in which the Lot COD occurs. Each subsequent Invoice shall be a monthly invoice to be submitted to the Authority by the 7th (seventh) day of the immediately following month. 22.2.4 Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of the amount specified in the Invoice, with the remaining 10% to be released by the 7th (seventh) day of the next month or advise any changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues) if not factored by the Operator in the said invoice.	We request to raise the invoicing on **Fortnightly basis** and payment terms as below: 1.90% amount within **7 days** from the Invoice data and 2. Balance 10% to be released by **after 14 days** from Invoice submission date		RFP condition shall prevail
192.	9.3.1 Tendernotice_2, **Pg No 37**	The Performance Security shall remain in force and effect during the Concession Period, with an initial validity period of 3 years and extended upto the completion of concession period....	The Performance Security shall remain in force and effect during the Concession Period, with an initial validity period of ~~3~~ **1 (One)** years and extended upto the completion of concession period....		RFP condition shall prevail
193.	32.3.2 Tendernotice_2, **Pg No 121**	Authority shall pay interest at a rate equal to 3% (three per cent above the Bank Rate	We request to pay interest @18% for delay in payment		RFP condition shall prevail

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		on the amount of Termination Payment remaining unpaid			
194.	2.22.5 Tendernotice_1, **Pg No 31**	Save and except as provided in Clauses 1.3.2, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.	Save and except as provided in Clauses 1.3.2, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within ~~180 (one hundred and eighty)~~ **15 (Fifteen)** days from the Bid Due Date.		RFP condition shall prevail
195.	22.1.2 Tendernotice_2, **Pg No 90**	AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometers) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))	AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometers) + (PK Fee AC Bus * ~~75%~~ **90%*** (Monthly Assured Kilometers – actual Bus Kilometers))		RFP condition shall prevail
196.	22.6.1 Tendernotice_2, **Pg No 95**	Government of Tamil Nadu vide Government Order has set up a revolving fund for the purpose of replenishing any deficit that may arise in maintaining (3) three months' balance of funds in a revolving fund account ("Designated Account").	1. Requesting to provide the notification issued by Govt of Tamil Nadu setting up a revolving fund for the purpose of replenishing any deficit that may arise in maintaining (3) three months		It is clarified that the notification issued by Govt of Tamil Nadu for setting up a revolving fund for the purpose of replenishing any deficit shall be included as per clause 22.6.1 prior to execution of Concession Agreement
197.	Schedule-M Escrow Agreement Tendernotice_2, **Pg No 199**	3 Deposit into Escrow Account 3.1 Deposit by the Authority	Shall be aligned with Article 27.2 of the Concession agreement		Please read Clause 3 of Schedule M in conjunction with definition of Designated Cash Flow and Clause 27.2.1 of Volume II of the RFP.
198.	Revision of fees 22.4.1 Tendernotice_2, **Pg No 94**	PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth - MWBase)/ MWBase x 0.25)	PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x **0.25**) + (PK Fee x (MWMonth - MWBase)/ MWBase x 0.25)		RFP condition shall prevail

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
199.	Schedule-Z Comprehensive Maintenance Agreement Tendernotice_2, **Pg No 244**	For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of **25%** of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.		RFP condition shall prevail
200.	13.4.1 Tendernotice_2 **Pg No: 55**	The Operator shall, within 30 (thirty) days from the date of signing of this agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	Requesting the Authority to allow: At the time of Proto submission we will provide the Design and Drawings of the Prototype.		Authority Would like to review the design and drawings prior to reviewing the Prototype Bus. The design and Drawing review will also be carried out by Stakeholders which is also part of the Program Compliances. RFP condition shall prevail
201.	1 Tendernotice_2, **Pg No: 182**	1. Designs and Drawings In compliance of the obligations set forth in Clause 12.4 of this Agreement, the Operator shall furnish to the Authority, free of cost, all Designs and Drawings listed in clause 3 of this Schedule- F; provided that	Requesting the Authority to allow: At the time of Proto submission we will provide the Design and Drawings of the Prototype.		RFP condition shall prevail

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		the Designs and Drawings relevant for design review by the Authority as specified in Clause 13.4.2, shall be submitted prior to such review. 1.2 For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub- system or equipment thereof. Provided that the Operator may share only details regarding the layout of the bus and not any other propriety information. 1.3 All Designs shall include maintenance and service manual of the respective sub-systems. 1.4 All Designs and Drawings shall be supplied in hard copy, in duplicate, and in electronic form. 1.5 All Designs and Drawings shall conform to and refer to the relevant provisions in the Specifications and Standards. 1.6 All Designs and Drawings shall be in English.			
202.	Tendernotice_2, **Pg No: 216**	5. SoH (State of Health) 10.Power 11.Charger Current 12.Charger Voltage	Requesting the Authority to omit this requirement. As SOH is a proprietary feature this cannot be shared. Requesting the Authority to clarify the term **Power** (Details regarding what is exactly required). Requesting the Authority to specify Charger Current and Charger Voltage which will be available at charger level.		Regarding SOH, RFP condition to prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
203.	3. (f) , (g) Tendernotice_2, **Pg No: 248**	f). SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot) g). Energy generated via Regenerative Braking	Requesting the Authority to omit this requirement. As SOH is a proprietary feature this cannot be shared. Requesting the Authority to allow Regenerative Current to be shown, as the provision for Regenerative Energy is not in our scope for now.		RFP condition to prevail.
204.	8. a,b,c,d,e Tendernotice_2, **Pg No: 248**	Charging Status (it can be pushed via BMS) a Charging Start Time b Charging End Time c Charging Power d Charging Current e Charging Voltage	Requesting the Authority that these data are available on Charger Dashboard not on Vehicle Dashboard taking benchmarking from already plying buses with other STUs.		RFP condition to prevail.
205.	5 Tendernotice_2, **Pg No: 247**	Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory.	Requesting the Authority to share the relevant lightening protection standard to ensure the requirement.		RFP condition to prevail.
206.	13 Tendernotice_2, **Pg No: 248**	**Speed limiting device** Electronic type duly approved /certified as per AIS:018/2001 or latest, tamper proof and be adjusted to applicable speed limit SLF.	Requesting the Authority that in cases where separate speed limitation device is not used, the requirement of the certification is not to be deemed necessary as we manage speed limit with the help of Software in EV Bus.		RFP condition to prevail.
207.	15 Tendernotice_2, **Pg No: 248**	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).	Requesting the Authority to provide an opportunity charge of up to 60 minutes.		RFP condition shall prevail.
208.	10 Tendernotice_2, **Pg No: 259**	Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs to be resolved in six hours while system faults with battery, electric motor and controller have to be	Requesting the Authority that we will provide: *Battery warranty is 5 years or 3,00,000 km whichever is earlier. *Electric motor and controller warranty is 3		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of health (SOH) falls below 80 percent. The bidder shall provide quarterly reports on the SoH of battery packs of each bus. This will be measured at the charger level or by a certified Ammeter by the energy (measured Ah) uptake of the battery packs while charging from 25% to 100% SoC. The relative deterioration of energy uptake of the battery packs will be used to determine the SoH of the battery to be calculated at energy uptake in quarter (kWh)/ energy uptake in first quarter post COD.	years or 2,10,000 km whichever is earlier. *As SOH is a proprietary feature this can not be shared. *SOH calculation is done through BMS internal function and it is not related to the method which is stated here, So , we are unable to provide the quarterly reports on SOH of battery pack of each bus.		
209.	11 Tendernotice_2, **Pg No: 259**	Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	Requesting the Authority to allow satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.		RFP condition to prevail.
210.	25.i.(6) Tendernotice_2, **Pg No: 254**	VLTD and Panic Button (WITH CAN)	Please specify the requirement of VLTD and Panic Button (WITH CAN), as for now we will be providing the VLTD and Panic button as per AIS-140		AIS 140 requirement is already mentioned in the RFP.
211.	Note (15) Tendernotice_2, **Pg No: 260**	Camera Based Passenger Counting System should generate Total Passenger Report- A basic report to analyze passenger counts on a single vehicle only.	Please provide the Option to select a range of dates; Please allow default time interval shall be by day with maximum **30-day** resolution.		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		Time resolution shall be by day, week, month or year. Option to select a range of dates shall also be available; default time interval shall be by day with maximum 90 day resolution allowed. Report output shall be displayed on screen as tabular, chart or both. Export feature shall be of the tabular output only, downloadable as a CSV file			
212.	3.(e,f) Tendernotice_2, **Pg Nos 269, 270, 271**	Trip Start Packet, Trip end packet	Requesting the Authority that we will be sharing the GPS Location only, remaining is not in OEM Scope taking benchmarking from already plying buses with other STUs.		RFP condition to prevail.
213.	16.6.1 Tendernotice_2, **Pg No: 67**	Incidents En-Route- In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is 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	In urban areas, the one-hour tow-away requirement may be impractical due to traffic congestion and road conditions. We request the Authority to consider a tow-away time of 2 to 4 hours. Additionally, we suggest that no penalties be imposed if the tow does not occur within 4 hours.		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		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.			
214.	19.1.1 Tendernotice_2, **Pg No: 79**	Monitoring of Operation & Maintenance - During the Concession Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report stating in reasonable detail the maintenance services performed by the Operator on the Buses and the defects and deficiencies that require rectification (standard format as per schedule X). The report shall also include Key Performance Indicators achieved by the Buses, the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual, details of any breakdowns, claims, challans etc. The Operator shall promptly give such other relevant information as may be required by the Authority	This is a gross cost contract. Maintenance services operations and the ownership of buses lies with the bidder. Hence the request for details of maintenance services Damon buses serves no purpose in delivering SLA marked with the contract. Requesting Authority to amend the clause suitably.		RFP condition shall prevail.
215.	20.1 Tendernotice_2, **Pg No: 87**	Cap on Damages for failure to achieve Key Performance Indicators- The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators	Please cap all the individual KPI penalties to 0.05% which is same as incentive. Since the operation penalties are too high in this regard we request, The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any quarter in accordance with this Article 20 & Damages payable by the Operator as a result of any Operational Infractions in any month including Key Performance indicators shall be capped at 3% of the aggregate Monthly Fees payable in such quarter. Incentive and penalty should commensurate.		
216.	2.1 Tendernotice_2, **Pg No: 244**	CONSIDERATION - For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("Monthly AMC Fees") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.	As part of BOQ, Comprehensive Maintenance Contract rates should also be asked in BOQ and accordingly rates shall be determined in case of termination from the OEM.		RFP condition shall prevail.
217.	16.7.5 Tendernotice_2, **Pg No: 68**	Advertising on Buses and Maintenance Depots - The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.	We recommend that Authority and the Operator shall be equally entitled to share the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.		RFP condition shall prevail.
218.	20.3.8 Tendernotice_2,	Operational Availability - Operator shall ensure refurbishment of Buses after 6 years from the date of COD.	We suggest reconsidering the mandatory refurbishment of buses after 6 years. Instead, refurbishment should be based on		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
	Pg No: 83	Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc.	the bus condition and recommendations from the Service Provider and OEM after the 6th/7th year, ensuring operational efficiency and roadworthiness without unnecessary refurbishments.		
219.	10 Tendernotice_2, **Pg No: 259**	Warranty - Bus manufacturer needs to provide lifetime warranty for the battery, electric motor,and controller. Smaller repairs to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of health (SOH) falls below 80 percent.	We recommend that warranty for the battery, electric motor, and controller are as per the OEM standard & norms.		RFP condition shall prevail.
220.	5.5.10 Tendernotice_2, **Pg No: 26**	Obligations relating to employment of personnel - The Operator shall ensure that all drivers, personnel and staff wear uniforms as approved by the Authority. The Operator shall at its own cost and expense, provide uniforms and shall ensure that drivers and any other personnel and staff employed by it shall, at all times, wear clean uniforms while on duty or doing any act in relation to the Project. The operator to ensure culturally appropriate uniform is provided to women staff.	We suggest to the Authority that the Operator be allowed to set uniform standards as per its company policy and guidelines, or mutually decide with the Authority. This ensures operational flexibility while maintaining standardization.		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
221.	5.1.8 Tendernotice_2, **Pg No 15**	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.	We suggest that 1st Three years the Availability % should be 95 % and then 90% till the end of the Contract		RFP condition shall prevail.
222.	20.3.4 Tendernotice_2, **Pg No 83**	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:	We suggest that 1st Three years the Availability % should be 95 % and then 90% till the end of the Contract		RFP condition shall prevail.
223.	5.13.c Tendernotice_2, **Pg No 25**	The Operator or its sub-contractor shall have to make payment to the driver's bank account through RTGS/NEFT mode only.	We suggest it should be any bank transition. It can be IMPS, also		RFP condition shall prevail
224.	5.13.j Tendernotice_2, **Pg No 25**	The Operator shall not deploy any drivers which have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle and such drivers should not have any pending cases related to fatal accidents	We suggest driver Should not be barred until he is proven guilty		RFP condition shall prevail.
225.	5.13.k Tendernotice_2, **Pg No 25**	However, Authority may require the Operator to remove any person employed by it for the Bus Services, who in the opinion of Authority	We suggest Authority Should Communicate in any of the formal communication channels for operator to Act		RFP condition shall prevail.
226.	10.3.2 Tendernotice_2, **Pg No 41**	Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent)	Requesting Authority to provide clarity to Understand it.		Clauses 10.3.2 and 10.3.3 are abundantly clear.
227.	10.8 Tendernotice_2,	For the avoidance of doubt, the costs and expense in respect of felling of trees shall	We request that entire thing related to felling of tree shall be in Authority scope		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
	Pg No 43	be borne by the Operator and any revenues thereof shall be paid to the Authority.			
228.	16.4.2 Tendernotice_2, **Pg No 64**	it is clarified that the Authority may amend the Operational Routes by providing at least 5 (five) days prior notice to the Operator under and in accordance with the provisions of this Agreement.	We request Authority to provide 7 working days		RFP condition shall prevail.
229.	16.6.1 Tendernotice_2, **Pg No 67**	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 TAT should be defined considering the Distance from mother depot and the local traffic condition		RFP condition shall prevail.
230.	20.2.3 Tendernotice_2, **Pg No 82**	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).	We request to consider 1 in place of .5 as Breakdown factor		RFP condition shall prevail.
231.	20.1 Tendernotice_2, **Pg No 87**	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be capped at 5% of the Monthly Fees for that month.	We suggest KPI penalty should be capped at 5% of the aggregate Monthly Fees, whereas else Operational Infractions should be capped at 2% The following conditions should be excluded which are beyond the control of the operator- 1. Traffic Jams 2. Route Diversions 3. Heavy rains/flooding's 4. Accidents where driver of the operator is not at fault.		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
232.	SCHEDULE-S Tendernotice_2,	SCHEDULE-S : OPERATIONAL INFRACTIONS	5. Any other unforeseen event not attributed to operator.		RFP condition shall prevail.
233.	20.6.3 Tendernotice_2, **Pg No 86**	20.6.3 The Operator agrees that the assured General Safety ("Assured General Safety") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one).	We request Authority to consider 0.1 in place of 0.01 as Assured General Safety		RFP condition shall prevail.
234.	22.1.2 Tendernotice_2, **Pg No 90**	AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))	We request to consider **75%** in place of 50% to meet up all the cost		RFP condition shall prevail.
235.	22.1.3 Tendernotice_2, **Pg No 91**	The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of:	The Km Travelled for Opportunity charging in a day should be considered as a Bus Km under clause no: 22.1.3		RFP condition shall prevail.
236.	28.2.1 Tendernotice_2, **Pg No 106**	The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security at the Maintenance Depots and within the Buses for the prevention of vandalism, arson, terrorism, hijacking, sabotage and/or similar acts or occurrences	We suggest that the scope of security should be limited to the depot only. Events like terrorism, hijacking, sabotage and/or similar acts or occurrences should be considered Force majeure and Authority and Government Should take care of such Situation		RFP condition shall prevail.
237.	SCHEDULE-C Tendernotice_2, **Pg No 177**	SCHEDULE-C : APPLICABLE PERMITS Fire safety clearance from Fire Department	We request that Fire NOC shall be in the Scope of authority, as per 6.1.3 Fire Hydrant/ Fire Fighting system is been provided by authority		RFP condition shall prevail.
238.	SCHEDULE-L Tendernotice_2, **Pg No 192**	Fire safety equipment set	As stated in clause 6.1.3 Fire equipment is under Authority Scope, in this case 6.1.3 should be Prevailing		RFP condition shall prevail.
239.	SCHEDULE-S Tendernotice_2,	SCHEDULE-S : OPERATIONAL INFRACTIONS A. Lost Kilometers	Refer Annexure 1 & 2		RFP condition shall prevail.

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
	Pg No 227				
240.	SCHEDULE-AA Tendernotice_2, **Pg No 248**	Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal).	Please allow at least 60 mins for the opportunity charging (Depot in, depot out basis or at any terminal).		RFP condition shall prevail.
241.	DISPUTE RESOLUTION Tendernotice_2 - DCA, **Pg No 210**	DISPUTE RESOLUTION 10.1 Dispute resolution 10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai ("the Rules")or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.	DISPUTE RESOLUTION 10.1 Dispute resolution 10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of **Arbitration and conciliation Act 1996** ~~Nani Palkhivala Arbitration Centre~~, Chennai ("the Rules")or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.		RFP condition shall prevail
242.	indemnity DCA **Pg No 209**	The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and Third Party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any	The **parties** ~~Concessionaire~~ will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and Third Party claims for any loss, damage, cost and expense arising out of any breach by the **parties** ~~Concessionaire~~		RFP condition shall prevail

Query No.	Reference Section / Clause No/ Para/ Page No	Description as the RFP	Queries / Clarifications of the Bid	Remarks from Bidder	MTC's Response
		of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits. 9.1.2 The Operator will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Operator to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract. 9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents	of any of its obligations under this Agreement or on account of failure of the **parties** ~~Concessionaire~~ to comply with Applicable Laws and Applicable Permits. 9.1.2 **Parties** ~~The Operator~~ will indemnify, defend and hold **each other** ~~the Authority~~ harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the **parties** ~~Operator~~ to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the **Parties** ~~Authority's~~ obligations under the Contract. 9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents **This Indemnity Clause should be mutual.**		

<table>
<tr><th>Query No.</th><th>Reference Section/ Clause No./ Page No/ Para</th><th>Description as Per RfP</th><th>Queries/ Clarification of the bidder</th><th>Remarks from Bidder</th><th>MTC's Response</th></tr>
<tr><td>243.</td><td>1.2 Scope of Bid
Clause: 1.2.6

Page No: 10</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>12 metre Low Floor (400mm) Non-AC</td><td>200</td><td>6500</td><td>12 years</td></tr><tr><td>12 metre Low Floor (400mm) AC Buses</td><td>400</td><td>6500</td><td>12 years</td></tr><tr><td>Total e-buses</td><td>600</td><td></td><td></td></tr></table></td><td>Request to confirm the no. of days of operation</td><td></td><td>It is clarified that the number of days in a year shall be considered as 365, and in the case of a leap year, it shall be 366.</td></tr>
<tr><td>244.</td><td>1.4 Schedule of Bidding Process
Clause: 1.4.1

Page No: 12</td><td>Bid submission- Bid Due Date 03.04.2025 at 16:00 Hrs.</td><td>Request to provide 14 days time from the date of release of corrigendum/addendum for preparation and submission of bid.</td><td></td><td>Refer Corrigendum No. 3</td></tr>
<tr><td>245.</td><td>ITB
Clause: 2.2.2

Page No: 19</td><td>2.2.2 To be eligible for this RFP document, a Bidder subject to Clause 2.2.15 shall fulfil the following conditions of eligibility:</td><td>Associate of OEM can submit bid as single bidder in line with clause 2.2.15.</td><td></td><td>Refer Corrigendum No. 3</td></tr>
</table>

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
246.	ITB **Clause: 2.2.3-b** **Page No: 19**	b. A Bidder / member of Consortium shall have: 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;**	b. A Bidder / member of Consortium shall have: 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) 12M electric buses in the last 5 (five) financial years prior to the Bid Due Date;**		RFP conditions shall prevail.
247.	ITB **Clause: 2.2.6** **Page No: 21**	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, **the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year.** In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.	In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, **the Bidder shall give an undertaking to this effect and the statutory auditor/Chartered Accountant shall certify the same. ~~In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year.~~** In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover	Request to accept the Undertaking from Chartered Accountant. Request deletion of submission of Unaudited Annual accounts (With schedules for the latest financial year)	RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
			criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.		
248.	ITB **Clause: 2.2.7** **Page No: 21**	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	Request to accept the Annual Turnover & Net worth statement from Chartered Accountant.	RFP conditions shall prevail.
249.	ITB **Clause: 2.2.14** **Page No: 22**	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following: (i) **Certificate(s) from its statutory auditors stating the annual turnover**, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) **Certificate(s) from its statutory auditors specifying the net worth of the Bidder**, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).	The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following: (i) **Certificate(s) from its statutory auditors/Chartered Accountant stating the annual turnover**, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) **Certificate(s) from its statutory auditors/Chartered Accountant specifying the net**	Request to accept the Annual Turnover & Net worth statement from Chartered Accountant.	RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
			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).		

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
250.	2.23 Performance Security **Clause: 2.23.1** **Page No: 31**	2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be **Rs. 3 Lakh (Rupees Three Lakh) per Bus.** For illustration: Number of buses procured 600 Performance Security per bus Rs. 3 Lakh per bus Performance Security for the total buses procured 600 × Rs. 3 Lakh = Rs. 18 Crore	2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be **Rs.1,00,000 (Rupees One Lakh) per Bus.** For illustration: Number of buses procured 600 Performance Security per bus Rs. 1 Lakh per bus Performance Security for the total buses procured 600 × Rs. 1,00,000 = Rs. 6 Crores		Refer Corrigendum No. 3
251.	3.4 Opening and Evaluation of Price Bids **Clause: 3.4.3** **Page No: 33**	**The Weighted Average PK Fee quoted by the Preferred Bidder subject to Clause 3.4.5 and 3.4.7** shall be used for the determination of Fee in terms of Article 22 of the draft Concession Agreement	**The respective PK Fee(s) quoted by the Preferred Bidder for the respective type of buses** subject to Clause 3.4.5 and 3.4.7 shall be used for the determination of Fee in terms of Article 22 of the draft Concession Agreement.		Refer Corrigendum No. 3
252.	3.4 Opening and Evaluation of Price Bids **Clause: 3.4.6-a** **Page No: 34**	a. The Tie Bidders shall be asked to provide their best and final offer of the Price Bid and the Tie Bidder quoting the lowest Weighted Average PK Fee shall be declared as the Preferred Bidder	a. The Tie Bidders shall be asked to provide their best and final offer of the Price Bid **in a sealed cover** and the Tie Bidder quoting the lowest Weighted Average PK Fee shall be declared as the Preferred Bidder.		Refer Corrigendum No. 3

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
253.	3.5 Letter of Acceptance **Clause: 3.5.1** **Page No: 35**	After the opening of Price Bid, the Authority shall notify the Successful Bidder(s) as confirmed in writing by registered/speed post/email that their bid has been accepted. This letter (hereinafter called "Letter of Acceptance") **shall name the amount (i.e. Weighted Average PK Fee) which the Authority will pay to the Successful Bidders in consideration obligations set forth in the Concession Agreement.**	After the opening of Price Bid, the Authority will notify the Successful Bidder to be confirmed in writing by registered/speed post/email that his bid has been accepted. This letter (hereinafter called "Letter of Acceptance") **shall name the amount (i.e. PK Fee) which the Authority will pay to the Operator in consideration obligations set forth in the Concession Agreement**		The Successful Bidder/s will become Operator only after execution of the Concession Agreement. Refer Corrigendum No. 3
254.	APPENDIX 1 22 **Page No: 42**	**The Weighted Average PK Fee has been quoted by me/us** after taking into consideration all the terms and conditions stated in the RFP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.	**The PK Fee has been quoted by me/us** after taking into consideration all the terms and conditions stated in the RFP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.		RFP conditions shall prevail.
255.	ITB APPENDIX 14 **Page No: 76**	Certificate regarding declaration of indigenization requirement Part 1 Domestic Value Addition (DVA)	Request to delete component level DVA clause.	In CESL tender they have deleted component level DVA clause	Refer Corrigendum No. 3

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
256.	Article 4 4.1.4 **Page No: 14**	Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent **within 90 days from the date of this Agreement** and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.	Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent **within 180 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.
257.	Article 4 4.4 - a **Page No: 17**	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.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
258.	Article 5 5.1.7 **Page No: 19**	The Operator shall ensure that they have a **minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 100 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.	Request to amend the clause as below: The Operator shall ensure required no. of Maintenance Vehicle ("Break Van"). This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.		RFP conditions shall prevail.
259.	Article 5 5.1.8 **Page No: 19**	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 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.	We will maintain additional buses to meet 100% availability. Request deletion of Minimum 5%	RFP conditions shall prevail.
260.	Article 6 6.1.2-g **Page No: 32,33**	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;	Electricity bill for charging of buses will be paid by the Operator. Bills for water supply to be paid by the Authority.		RFP conditions shall prevail. Refer to Clause 6.1.2 (g) for abundant clarity.
261.	Article 6 6.1.3-a **Page No: 33**	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.		It is clarified that the Maintenance Depots shall have adequate space to accommodate spare buses as well.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
262.	Article 6 6.1.3-b **Page No: 33**	Concretized or blacktopped depot pavement/ yard flooring/ Bus Parking area	RCC flooring to be provided		RFP conditions shall prevail.
263.	Article 6 6.1.3-c **Page No: 33**	c) Workshop shed with Bus maintenance/ service pits (for 12 m buses) @ 2 pits per 50 buses	c) Workshop shed with Bus maintenance/ service pits (for 12 m buses) @ 2.5 pits per 50 buses with ramp system Workshop shed with bus maintenance bay/Service bay (flat) for 12M buses @ 2 bays per 50 buses		RFP conditions shall prevail.
264.	Article 6 6.1.3-d **Page No: 33**	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		Clause 6.1.3 clarifies abundantly on the list of minimum depot infrastructure which shall be provided by Authority. RFP conditions shall prevail.
265.	Article 6 6.1.3-e **Page No: 33**	Bus washing bay/platform	1 Bus washing bay/platform for 50 buses along with ETP, water purifier and water regeneration plant		
266.	Article 6 6.1.3-f **Page No: 33**	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		
267.	Article 6 6.1.3-g **Page No: 33**	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		
268.	Article 6 6.1.3-r	Electricity connections which for the avoidance of doubt may be a 11/22/33/66 kV connection) and	1. CEIG approval should be taken by Authority since the scope is very		1. Please refer Clause 6.1.2 (e)

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
	Page No: 33	power supply at 415 V up to pillar of LT distribution transformer(s) located at the allocated Maintenance Depot.	small for Service provider 2. The connection should be transferrable to Operator for bringing renewable energy 3. The given transformer energy efficiency level 3 is required. Transformer copper winding. 4. Electricity bill to be paid by the Authority & deducted in our payments.		2. Please refer Clause 5.1.5 and 5.1.11 (g) 3. Please refer Clause 6.1.2 (e) 4. Please refer Clause 22.5.1 RFP Conditions shall prevail.
269.	Article 12 12.5.2 **Page No: 52**	In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement),unless such failure has occurred due to a Delay Event, **it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed** and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement),unless such failure has occurred due to a Delay Event, **it shall pay Damages to the Authority in a sum calculated at the rate of 0.01% (zero point zero one per cent) of the amount of Performance Security per week for each day of delay until the Fit Out Works are completed** and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
			Agreement, including the right of Termination thereof.		
270.	Article 13 13.6.2 **Page No: 57**	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.
271.	Article 13 13.9.1 **Page No: 58**	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of **0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus** (whose procurement is delayed) till the date of procurement of such Bus.	In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of **0.05 % (zero point zero five per cent) of the Performance Security per bus for each week of delay for each Bus** (whose procurement is delayed) till the date of procurement of such Bus.		RFP conditions shall prevail.
272.	Article 13 13.9.2 **Page No: 58**	If the procurement of any Bus is delayed by a period **exceeding 60 (sixty) days from the scheduled date of procurement of such Bus** as provided in the Delivery Schedule, for reasons not directly	If the procurement of any Bus is delayed by a period **exceeding 90 (Ninety) days from the scheduled date of procurement**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
		attributable to a Delay Event, or if the Damages payable by the Operator **for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security,** notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	**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.		
273.	Article 14 14.1.5 **Page No: 60**	The Authority Representative shall, pursuant to any inspection conducted under this Clause 14.1, also submit an inspection report for each Bus identifying any minor defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, **an amount of 1% (one per cent) of the Performance Security for each day of delay until all items of the Punch List for the particular bus are rectified.**	The Authority Representative shall, pursuant to any inspection conducted under this Clause 14.1, also submit an inspection report for each Bus identifying any minor defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, an amount of **0.05% (point zero five per cent) of the Performance**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
			Security for each day of delay until all items of the punch List for the particular bus are rectified.		
274.	Article 14 14.2.1 **Page No: 61**	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.
275.	Article 16 16.3 **Page No: 62**	If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the "Scheduled COD"), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated **at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved.** Provided however, if the Operator is unable to achieve COD on account of a Delay Event, then the Operator shall be entitled to a day-for-day extension of the Scheduled COD if and only to the extent that COD is, or will be, delayed due to a Delay Event. In this context, the provisions of Clause 12.6 shall apply to any extension of the Scheduled COD that is sought by the Operator.	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 0.05% (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		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
			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.		
276.	Article 16 16.7 **Page No: 64**	Clause to be included	In case of any damages to bus during installation/de-installation of advertisements, Authority shall bear all the expenses towards repairs		Its already addressed. Please Refer to Clause 16.7.3 of the RFP document. RFP conditions shall prevail.
277.	Article 17 17.5.1 **Page No: 76**	In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, **to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 (Rupees Twenty-Five Hundred) per bus.** Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, **to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 500 (Rupees Five Hundred per bus).** Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
278.	Article 17 17.7 **Page No: 76,77**	Authority's right to take remedial measures In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, **a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages.** The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.	Authority's right to take remedial measures In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, **a sum equal to 1% (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.		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
279.	Article 19 19.5.2 **Page No: 84**	The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, **the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 (Rupees Twenty Five Hundred) per bus times the number of buses allocated to the specific depot.**	The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, **the Authority shall be entitled to recover Damages from the Operator at the rate of INR 500 (Rupees Five Hundred) per bus .**		RFP conditions shall prevail.
280.	Article 20 20.2.3 **Page No: 86**	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 0.05 (zero decimal zero five) above 0.5, it shall pay Damages to the Authority at the rate of 0.1%**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
			(zero decimal one) of the Monthly Fees.		
281.	Article 20 20.4.5 **Page No: 88**	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 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, **it shall pay Damages to the Authority at the rate of 0.05% of the Monthly Fees.**		RFP conditions shall prevail.
282.	Article 20 20.6.4 **Page No: 90**	The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, **it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.**	The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, **it shall pay Damages to the Authority at the rate of 0.01% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 0.01 % of the Monthly Fees for each incident.**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
283.	Article 20 20.8.2 **Page No: 91**	The Operator shall keep backup for atleast 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.	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.
284.	Article 20 20.10 **Page No: 91**	The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 **shall be capped at 10% of the aggregate Monthly Fees payable in such month.** Any Damages payable by the Operator as a result of any Operational Infractions in any month **shall be capped at 5% of the Monthly Fees for that month.**	**The maximum cap for penalty towards KPI & operational infractions should be capped at 5% of Monthly fees.**		RFP conditions shall prevail.
285.	Article 21 21.1.1 **Page No: 93**	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of **Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day of delay;** provided that the Damages specified herein shall be payable every week in advance and the period	The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of **Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each week of delay and for a further period not**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
		beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid;	**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;		
286.	Article 22 22.1.2 **Page No: 83**	A. AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by AC Buses is equal to aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by AC Buses is less than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: **AC Bus Fee = (PK Fee AC Bus * actual Bus Kilometres) + (PK Fee AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres))** c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometers) + (PK Fee AC Bus * 50%***	A. AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometers travelled by AC Buses is equal to aggregated Monthly Assured Kilometers, then AC Bus Fee shall be calculated by multiplying the PK Fee AC Bus (INR [●]) with such actual Bus Kilometers b) If the actual Bus Kilometers travelled by AC Buses is less than the aggregated Monthly Assured Kilometers, 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		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
		(actual Bus Kilometers - Monthly Assured Kilometers))	travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) + (PK Fee AC Bus * 75%* (actual Bus Kilometres - Monthly Assured Kilometres))**		
287.	Article 22 22.1.2 **Page No: 94,95**	B. Non-AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by Non-AC Buses is equal to aggregated Monthly Assured Kilometres, then Non-AC Bus Fee shall be calculated by multiplying the PK Fee Non-AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by Non-AC Buses is less than the aggregated Monthly Assured Kilometres, then Non-AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: **Non-AC Bus Fee = (PK Fee Non-AC Bus * actual Bus Kilometres) + (PK Fee Non-AC Bus * 75%* (Monthly Assured Kilometres – actual Bus Kilometres))** c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **Non-AC Bus Fee= (PK Fee Non-AC Bus * Monthly Assured Kilometres) + (PK Fee Non-**	B. Non-AC Bus Fee shall be calculated as follows: a) If the actual Bus Kilometres travelled by Non-AC Buses is equal to aggregated Monthly Assured Kilometres, then Non-AC Bus Fee shall be calculated by multiplying the PK Fee Non-AC Bus (INR [●]) with such actual Bus Kilometres b) If the actual Bus Kilometres travelled by Non-AC Buses is less than the aggregated Monthly Assured Kilometres, then Non-AC Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula: **Non-AC Bus Fee = (PK Fee Non-AC Bus * actual Bus Kilometres) + (PK Fee Non-AC Bus * 100%* (Monthly Assured Kilometres – actual Bus Kilometres))**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
		AC Bus * 50%* (actual Bus Kilometres - Monthly Assured Kilometres)) For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.	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: **Non-AC Bus Fee= (PK Fee Non-AC Bus * Monthly Assured Kilometres) + (PK Fee Non-AC Bus * 85%* (actual Bus Kilometres - Monthly Assured Kilometres))** For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.		
288.	Article 22 22.1.2 **Page No: 94**	c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) + (PK Fee AC Bus * 50%* (actual Bus Kilometres - Monthly Assured Kilometres))**	c) If the actual Bus Kilometres travelled by AC Buses is more than the aggregated Monthly Assured Kilometres, then AC Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula: **AC Bus Fee = (PK Fee AC Bus * Monthly Assured Kilometres) + (PK Fee AC Bus * 85%* (actual Bus Kilometres - Monthly Assured Kilometres))**		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
289.	Article 22 22.4.1 **Page No: 97,98**	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 0.15) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.35)**		RFP conditions shall prevail.
290.	Article 22 22.5.2 **Page No: 87**	The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.	1. Any Increase/decrease (other than charging of buses) in electricity tariff and other costing like cess, tax & Fuel adjustment charges will be paid/deducted by authority? Please confirm. 2. The Electricity connection shall be transferred to the operator for enabling the renewable energy for green energy.		Clause 22.5.2 is abundant clear.
291.	Article 27 27.3.1 **Page No: 104**	Request to include the following clause:	(c) all staff expenses payable by the Authority related to the manpower deployed exclusively for the Project;		RFP conditions shall prevail.

<table>
<tr><th>Query No.</th><th>Reference Section/ Clause No./ Page No/ Para</th><th>Description as Per RfP</th><th>Queries/ Clarification of the bidder</th><th>Remarks from Bidder</th><th>MTC's Response</th></tr>
<tr><td>292.</td><td>Article 41
41.2.3

Page No: 148</td><td>The Operator shall submit to the Authority, relevant extracts of the Complaint Register no later than [7 (seven)] days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register, to the satisfaction of the Authority.</td><td>The Operator shall submit to the Authority, relevant extracts of the Complaint Register no later than [7 (seven)] days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to INR 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.</td><td></td><td>RFP conditions shall prevail.</td></tr>
<tr><td>293.</td><td>Annex – 1
Page No: 174</td><td>The details of the depots are provided in the table below:
<table><tr><th>Depot Name</th><th>Extent in Acre</th><th>AC buses</th><th>Non-AC buses</th><th>Total</th></tr><tr><td>Alandur</td><td>3.37</td><td>80</td><td>-</td><td>80</td></tr><tr><td>Central Depot</td><td>3.00</td><td>80</td><td>-</td><td>80</td></tr><tr><td>Perambur</td><td>7.98</td><td>80</td><td>40</td><td>120</td></tr><tr><td>Padiyanallur</td><td>4.05</td><td>40</td><td>60</td><td>100</td></tr><tr><td>Iyappanthangal</td><td>4.30</td><td>60</td><td>40</td><td>100</td></tr><tr><td>Avadi</td><td>5.68</td><td>60</td><td>60</td><td>120</td></tr><tr><td>Total</td><td></td><td>400</td><td>200</td><td>600</td></tr></table>Note: The aforesaid Depots to be handed over to the Operator shall be determined prior to the signing of Concession Agreement. The handing over of the Depots shall be in terms of Article 4.1.2, 10.2.4 and 10.2.5 shall be notified to the Operator at the time of execution of this Agreement.</td><td>Request authority to arrange for depot visit.</td><td></td><td>MTC will facilitate Depot visits. Bidders can contact MTC and fix appointment for depot visits.</td></tr>
</table>

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
294.	SCHEDULE J **Page No: 193**	SCHEDULE-J: DEPLOYMENT PLAN Additionally, the Authority is require to present detailed bus operations schedule including details such as trip start time, trip end time, trip length, staff breaks and shift changes and other details to the operator to ensure planning and installation of chargers and allied downstream charging infrastructure for the operations of the provided schedules.	1. Authority is requested to provide detailed route schedule to arrive No. of Chargers and peak load demand per location. 2. Authority to confirm the opportunity charging locations other than the maintenance depot. 3. Authority to confirm the buses operation and shift timings. 4. Authority to clarify the No. of Buses per depot.		It is clarified that: 1. With respect to sub-queries 1 & 3, the route Schedule/Operational Routes including details of bus operations etc. will be part of the Deployment Plan which shall be submitted by the Authority as part of Conditions Precedent as clarified in Clause 4.1.2 2. Further, for sub-query point no. 2 Opportunity Charging Station locations (as per requirement of the Operator) will also be mutually agreed in accordance to the Deployment Plan. Clause 5.12 and Clause 16.4.8 clarifies the same. 3. With respect to Sub-query No.4 Refer Annex-I of Schedule A for abundant clarity.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
295.	SCHEDULE L - 40 **Page No: 196**	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. **1 (one) Simulator for driver training in each Depot Simulators for driver training**	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M) **Driving simulators to be deleted**		RFP conditions shall prevail.
296.	SCHEDULE L- 46 **Page No: 197**	Safety and security equipment / facilities (CCTV (Min 5 Mega Pixel) covering entire Depot including interior of Buildings to be provided by Operator and live feed to be shared to Authority.)	Request to deletion of CCTV cameras from the scope of Operator. Request to include it under scope of Authority under Clause 6.1.3.		RFP conditions shall prevail.
297.	SCHEDULE V 17.5.1 **Page No: 241**	**Damages for breach of Maintenance Obligations: INR 2,500 per bus times the number of buses allocated to the specific depot**	Request to amend it to Rs. 500 per bus.		RFP conditions shall prevail.
298.	SCHEDULE W **Page No: 242**	OEM Undertaking	Request deletion of Schedule W: OEM Undertaking		RFP conditions shall prevail.
299.	Technical specifications **Page No: 225**	Battery Life: Battery to be used in mobility application up to 80% SoH. **Operator to replace battery when SoH falls below 80%.**	Meeting of operational schedules is the responsibility of Operator. Kindly request for deletion and consider as per OEM Design		RFP conditions shall prevail.

Query No.	Reference Section/ Clause No./ Page No/ Para	Description as Per RfP	Queries/ Clarification of the bidder	Remarks from Bidder	MTC's Response
300.	Technical specifications-3 **Page No: 224**	Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory.	Request to share the standards for Lightening protection.		RFP condition to prevail.
301.	Technical specifications-15 **Page No: 252**	The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate **at GVW and additional AC load along with all system operations.**	The minimum range on single charge: 200 kms (at 80% SoC) for 12 m bus duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate ~~**at GVW and additional AC load along with all system operations.**~~		RFP conditions shall prevail.
302.	Technical specifications N **Page No: 254**	Other Technical requirement As per AIS:153, AIS:052 Push button, Stop request button on alternate stanchion The push button of an alighting buzzers should be clearly visible: of adequate size, installed at 900 mm to 1200mm from the bus floor level and **display information in Braille/raised numbers as well.**	Other Technical requirement As per AIS:153, AIS:052 Push button, Stop request button on alternate stanchion The push button of an alighting buzzers should be clearly visible: of adequate size, installed at 900 mm to 1200mm from the bus floor level and ~~**display information in Braille/raised numbers as well.**~~		RFP conditions shall prevail.