

CORRIGENDUM DATED 10 OCTOBER 2020 REGARDING

"SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION & MAINTENANCE OF 150 NOS. OF 12 M AC BRT COMPLIANT ELECTRIC BUSES AND DEVELOPMENT OF ALLIED INFRASTRUCTURE ON GROSS COST CONTRACT BASIS UNDER THE FAME INDIA SCHEME PHASE-II"

| S.No. | Vol. No. | Referenced Clause | Clause as per Bidding Documents | Clarification/Amendment Requested | Response/Modification |
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| 1. | Vol.I (RFP) | 1.Introduction and Scope of Work Page no.9 | The selected Operator shall also establish complete charging infrastructure including Electric Transformer infrastructure and allied civil Infrastructure at the depots identified by PMPML on GCC model with guaranteed operations of 225 (Two Hundred and Twenty-Five) kms per day per Electric Bus for the initial period of 10 (Ten) years. The Contract Period may be extended by further 2 (Two) years at the sole discretion of the Authority. | Contract period may be provided for 12 years, currently it is 10 Years. | The referenced portion of Clause 1.Introduction and Scope of Work is duly amended as under: The selected Operator shall also establish complete charging infrastructure including Electric Transformer infrastructure and allied civil Infrastructure at the depots identified by PMPML on GCC model with guaranteed operations of 225 (Two Hundred and Twenty-Five) kms per day per Electric Bus for the Contract Period of 12 (Twelve) years. |
| 2. | Vol.I (RFP) | 1.Introduction and Scope of Work Page no.9 | The Bus must comply with following range conditions: <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 45 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and | TML will provide 140 km in single charge (with 100% SOC) and further upto max. 225 km with 45 minutes of opportunity charging on actual condition with GVW and AC, 18 hours continuous operations. Also, we will meet the schedule of PMPML by providing adequate buffer buses. Kindly accept | The referenced portion of Clause 1.Introduction and Scope of Work is duly amended as under: The Bus must comply with following range conditions: <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 30 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and AC, 18 hours continuous operations. |

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| | | | AC, 18 hours continuous operations. | | |
| 3. | Vol.I (RFP) | 1.Introduction and Scope of Work Page no.9 | PMPML intends to the Fleet made available by the Operator. If available, the Authority shall provide land to the Operator for development of Maintenance depots for creation of charging and ancillary civil infrastructure. | Scope of PMPML must include Construction of Concrete flooring with compound walls, roof covered inspection pits and washing bays, rooms for storage, admin, IT, driver rooms and toilets, dining and training rooms, security room, shed for charging stations, etc at the identified depot locations. Washing pits and depot lighting also to be provided by PMPML. Operator will pay for water and electricity consumption charges only | PMPML shall provide the following basic civil infrastructure at the Depots, in case if not already available: <ul style="list-style-type: none"> • Levelled and hardened depot surface • Basic shed for maintenance • Compound wall |
| 4. | Vol.I (RFP) | 1.Introduction and Scope of Work Page no.9 | PMPML intends to the Fleet made available by the Operator.If available, the Authority shall provide land to the Operator for development of Maintenance depots for creation of charging and ancillary civil infrastructure. | Civil infrastructure for the charging station may be kept in scope of Authority, currently it is in scope of Operator. | The Operator shall develop all the civil infrastructure required for charging of Buses. |
| 5. | Vol.I (RFP) | 1.Introduction and Scope of Work Pt.3 Page no.10 | Electricity charging cost of Buses will be borne by the Operator. For variation in the electricity tariff, the approved rate per kilometre shall be revised as per the Fee Revision Formula indicated in Volume II of the Bidding Documents. Separate electric meters shall be provided by the Operator for this purpose. | 3. Electricity charging cost of Buses, fixed charges, wheeling charges, Deposits will be borne by the Authority. Payment Liability will be limited to Power consumption 1.4 kWh per KM. However, payment for additional power consumption beyond 1.4 kWh per KM shall be debited to Operator in his monthly bills. For variation in the electricity tariff, the approved rate per kilometre shall be revised as per the Fee Revision Formula indicated in Volume II of the Bidding Documents. Separate electric meters shall be provided by the Authority/ Operator for this purpose. | 1.Introduction and Scope of Work, Pt.3 is duly amended as under: Electricity charging cost of buses will be borne by PMPML. Payment liability of PMPML shall be limited to consumption of ≤ 1.4 KWh per km for 12m BRT compliant Electric AC Buses. Charges for additional energy consumption above these limits shall have to be borne by the Operator. |

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| 6. | Vol.I (RFP) | 1.Introduction and Scope of Work Pt.5 Page no.10 | After completion of Contract Period, the entire infrastructure established at various depots for charging of electric Buses such as transformers, necessary electrical systems, subsystems, accessories and parts and chargers will become the property of PMPML solely for its further usage by PMPML. The Operator will not have any right on this infrastructure after completion of Contract Period. Similarly, all the civil infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil Infrastructure. The ownership of the civil and electrical infrastructure created at depots shall suo moto gets transferred to PMPML. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted as per the format enclosed in the Annexures of this document. | Bus ownership shall be left to Operator post completion of contract. However, in case of Termination, Bus ownership lies with Authority. | 1.Introduction and Scope of Work, Pt.3 is duly amended as under: After completion of Contract Period or Termination of Contract, all Buses and the entire infrastructure established at various depots for charging of electric Buses such as transformers, necessary electrical systems, subsystems, accessories and parts and chargers will become the property of PMPML solely for its further usage by PMPML. The Operator will not have any right on the Buses and charging infrastructure after completion of Contract Period/Termination of Contract. Similarly, all the civil infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil Infrastructure. The ownership of the civil and electrical infrastructure created at depots shall suo moto gets transferred to PMPML. The Operator shall handover all the above Buses and facilities in sound and working condition to PMPML and an undertaking to this effect shall be submitted as per the format enclosed in the Annexures of this document. |
| 7. | Vol.I (RFP) | 1.Introduction and Scope of Work Pt.6 Page no.10 | 6. Of the total Fleet, the Operator is/are expected to make available 150 (One Hundred and Fifty)nos. of 12m BRT Compliant Electric AC Buses for operations all the time. The Operator is expected to keep spare fleet to meet this requirement. The Bidder may refer Volume II of the Bidding Documents regarding fines/damages/penalties and | Fleet availability may be reduced to 96% as per RFP it is 100% (150 Buses). | No change. As per Bidding Documents. |

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| | | | Volume III for detailed technical specifications. | | |
| 8. | Vol.I (RFP) | 1.Introduction and Scope of Work Pt.7 Page no.10 | 7. Finance, construct, operate and maintain the Maintenance Depots at select locations identified by PMPML; | Construction of Depots is in scope of Operator, Authority may keep this in its scope. | Authority shall provide the following Depots to the Operator at following locations for parking and maintenance of Buses, development of charging infrastructure etc during the Contract Period.: I. Pune Station Depot II. Depot with basic civil infrastructure (as mentioned in S.No.3) at Wakad/Bhosri |
| 9. | Vol.I (RFP) | 2.Key Terms Pt.b Page no.12 | Clause 2.Key Terms Pt.b is hereby amended as under: The Bus must comply with following range conditions: <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 45 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and AC, 18 hours continuous operations. | TML will provide 140 km in single charge (with 100% SOC) and further upto max. 225 km with 45 minutes of opportunity charging on actual condition with GVW and AC, 18 hours continuous operations. Also, we will meet the schedule of PMPML by providing adequate buffer buses. Kindly accept | 2.Key Terms Pt.b is duly amended as under: The Bus must comply with following range conditions: <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without an3 kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 30 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and AC, 18 hours continuous operations. |
| 10. | Vol.I (RFP) | 2.Key Terms Pt. d Page no.12 | Authority will make 11/22KV power supply line available at the designated depots. Operator will arrange for site level distribution of power to its charging points along with related equipment and | Electricity charging cost of Buses will be borne by the Authority. Payment Liability will be limited to Power consumption 1.4 kWh per KM. However, payment for additional power consumption beyond 1.4 kWh per KM | 2.Key Terms Pt. d is hereby amended as: Authority will make 11/22KV power supply line available at the designated depots. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and |

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| | | | <p>infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his technical solution. The Operator shall bear electricity expenses for charging electric Buses subject to conditions of standard electricity consumption as defined in Volume III. The Operator is expected to pay for the power itself for all other activities. Information regarding electricity rates applicable may be obtained directly from MSEDCL. Operator will present the best solution in terms of Bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of PMPML.</p> | <p>shall be debited to Operator in his monthly bills.</p> | <p>other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his technical solution. Operator will present the best solution in terms of Bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of PMPML.</p> |
| 11. | Vol.I (RFP) | 2.Key Terms Clause. i Page no.12 | <p>The Operator Agreement shall remain in force for a period of 10 (ten) years from date of signing the Bus Operator Agreement (the "Contract Period"), during which period the Operator shall operate and maintain the Buses on PMPML routes as directed by the Authority adhering to its timetable from time to time and without disturbing its schedules in Pune Metropolitan Region on Gross Cost Contract (GCC) basis. The Contract Period may be extended by further 2 (two) years at the sole discretion of the Authority.</p> | <p>Contract period may be provided for 12 years, currently it is 10 Years</p> | <p>2.Key Terms Clause. i is hereby amended as: The Operator Agreement shall remain in force for a period of 12 (twelve) years from date of signing the Bus Operator Agreement (the "Contract Period"), during which period the Operator shall operate and maintain the Buses on PMPML routes as directed by the Authority adhering to its timetable from time to time and without disturbing its schedules in Pune Metropolitan Region on Gross Cost Contract (GCC) basis.</p> |

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| 12. | Vol.I (RFP) | 11.4. Amount to be Recovered for Incomplete Tenure Page No. 31 | <p>In addition to the above, after the termination of contract, the amount as indicated below + 10 (ten)% Administrative charges will be recovered from the Bank Guarantee submitted by the Operator against the subsidy amount released before returning the balance amount and the Operator will be allowed to remove his entire fleet from the depot premises except charging infrastructure installed in the PMPML premises.</p> <p>Thus the recovery will be as follows:</p> <p>(Amount of subsidy transferred by the PMPML × No. of months balance to complete the contract)/120</p> <p>Additional 10% of this amount will also be deducted towards Administrative charges.</p> | <p>In addition to the above, after the termination of contract, the amount as indicated below + 10 (ten)% Administrative charges will be recovered from the Bank Guarantee submitted by the Operator against the subsidy amount released before returning the balance amount and the Operator shall handover the entire fleet including charging infrastructure installed in the PMPML premises to PMPML.</p> <p>Thus, the recovery will be as follows:</p> <p>(Amount of subsidy transferred by the PMPML × No. of months balance to complete the Subsidy BG validity contract)/60</p> <p>Additional 10% of this amount will also be deducted towards Administrative charges.</p> | <p>The referenced portion of the Clause 11.4. Amount to be Recovered for Incomplete Tenure is hereby amended as under:</p> <p>In addition to the above, after the termination of contract, the amount as indicated below + 10 (ten)% Administrative charges will be recovered from the Bank Guarantee submitted by the Operator against the subsidy amount released before returning the balance amount and the Operator shall handover the entire fleet including charging infrastructure installed in all the Depot premises to PMPML.</p> <p>Thus, the recovery will be as follows:</p> <p>(Amount of subsidy transferred by the PMPML × No. of months balance to complete the Subsidy BG validity contract)/60</p> <p>Additional 10% of this amount will also be deducted towards Administrative charges.</p> |
| 13. | Vol. I (RFP) | Annexure-11 Indicative Format of Price Bid A.Breakup of PK Fee Pt.12 Page no.55 | Electricity costs for charging buses | | Referenced Pt.12 is hereby deleted. |
| 5. | Vol. II (Draft Bus Operator Agreement) | Clause no. 3.1.1 Page No. 18 | Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby | Contract period may be provided for 12 years, currently it is 10 Years. | Clause 3.1.1 is hereby amended as: Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the |

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| | | | awards to the Operator the right to procure, supply, Operate and Maintain the Buses and construct, Operate and Maintain the Maintenance Depots for the period specified herein (the "Contract") for a period of 10 (ten) years from the Appointed Date, and the Operator hereby accepts the Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein. | | Applicable Permits, the Authority hereby awards to the Operator the right to procure, supply, Operate and Maintain the Buses and construct, Operate and Maintain the Maintenance Depots for the period specified herein (the "Contract") for a period of 12 (twelve) years from the Appointed Date, and the Operator hereby accepts the Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein. |
| 6. | Vol. II (Draft Bus Operator Agreement) | Clause no. 3.1.3 Detailed scope of the Operator Pt.3 Page No. 18 | Electricity charging cost of Buses will be borne by the Operator. For variation in the electricity tariff, the approved rate per kilometer shall be revised as per the Fee Revision Formula indicated in Clause 22.5 of this Agreement. | Electricity charging cost of Buses will be borne by the Authority. Payment Liability will be limited to Power consumption 1.4 kWh per KM. However, payment for additional power consumption beyond 1.4 kWh per KM shall be debited to Operator in his monthly bills. | Clause no. 3.1.3, Detailed scope of the Operator Pt.3 is hereby amended as: Electricity charging cost of buses will be borne by PMPML. Payment liability of PMPML shall be limited to consumption of ≤ 1.4 KWh per km for 12m BRT compliant Electric AC Buses. Charges for additional energy consumption above these limits shall have to be borne by the Operator. The Buses to be supplied by the Operator shall conform to all the technical specifications and requirements as notified by DHI/GOI/GOM and any other competent authorities. |
| 7. | Vol. II (Draft Bus Operator Agreement) | Clause no. 3.1.3 Detailed scope of the Operator Pt.5 Page No. 19 | After completion of Contract Period, the entire infrastructure established at various depots for charging of electric Buses such as transformers, necessary electrical systems, subsystems, accessories and parts and chargers will become the property of PMPML solely for its further usage by PMPML. The Operator will not have any right on this Infrastructure after completion | Bus ownership shall be left to Operator post completion of contract. However, in case of Termination, Bus ownership lies with Authority. | Clause no. 3.1.3 Detailed scope of the Operator Pt.5 is hereby amended as: After completion of Contract Period or Termination of Contract, all Buses and the entire infrastructure established at various depots for charging of electric Buses such as transformers, necessary electrical systems, subsystems, accessories and parts and chargers will become the property of PMPML solely for its further usage by PMPML. The Operator will not have any right on the Buses and charging infrastructure after |

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| | | | <p>of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil Infrastructure. The ownership of the civil and electrical infrastructure created at depots shall suo moto gets transferred to PMPML. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted as per the format enclosed in the Annexures.</p> | | <p>completion of Contract Period/Termination of Contract. Similarly, all the civil infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil Infrastructure. The ownership of the civil and electrical infrastructure created at depots shall suo moto gets transferred to PMPML. The Operator shall handover all the above Buses and facilities in sound and working condition to PMPML and an undertaking to this effect shall be submitted as per the format enclosed in the Annexures of this document.</p> |
| 8. | Vol. II (Draft Bus Operator Agreement) | 3.2 Agreement Period Clause 3.2.2 Page No. 19 | <p>3.2.2 The term of this Agreement (“Agreement Period”) shall be a contiguous period comprising the (a) the “Bus Procurement & Delivery Period” including setting up of Maintenance Depots and Charging Infrastructure, beginning on the Execution Date and ending on the COD of 1st Lot of Contracted Buses and (b) the “Operations Period” beginning from COD and ending 10 (Ten) years from the COD (“Operation Period”) during which period Operator shall operate and maintain the Contracted Buses on Bus Service Area on Gross Cost Contract basis as directed by Authority. The Authority, at its sole discretion, may extend the Contract Period by a further 2 (Two) years.</p> | <p>Contract period shall start from COD (Deployment date), As per Vol II Contract period is considered from appointed date (i.e. financial close date), 6 months reduced in offered 10 years.</p> | <p>It is hereby clarified that each Contracted Bus shall be contracted with PMPML for a period not exceeding 12 (twelve) years.</p> <p>Accordingly, 3.2 Agreement Period, Clause 3.2.2 shall stand modified as under:</p> <p>3.2.2 The term of this Agreement (“Agreement Period”) shall be a contiguous period comprising the (a) the “Bus Procurement & Delivery Period” including setting up of Maintenance Depots and Charging Infrastructure, beginning on the Execution Date and ending on the COD of 1st Lot of Contracted Buses and (b) the “Operations Period” beginning from COD and ending 12 (Twelve) years from the COD (“Operation Period”) during which period Operator shall operate and maintain the Contracted Buses on Bus Service Area on Gross Cost Contract basis as directed by Authority.</p> |

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| 9. | Vol. II (Draft Bus Operator Agreement) | Article 4 Conditions Precedent 4.1 Conditions Precedent Clause 4.1.2 Page No. 20 | The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth in this Clause 4.1.2 within a period of 90 (ninety) days of the notice, and the Condition 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: | To chive below Condition precedents within 120 days (Before financial closure) a. Escrow Agreement, Substitution Agreement | The referenced portion of Clause 4.1.2 is hereby amended as under: The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth in this Clause 4.1.2 within a period of 180 (one hundred and eighty) days of the notice, and the Condition 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: |
| 10. | Vol. II (Draft Bus Operator Agreement) | Article 4 Conditions Precedent 4.1 Conditions Precedent Clause 4.1.3 Page No. 20 | The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred and twenty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have: | | The referenced portion of Clause 4.1.3 is hereby amended as under: The Conditions Precedent required to be satisfied by the Operator within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have: |
| 11. | Vol. II (Draft Bus Operator Agreement) | Article 15 Change of Scope 15.1 Change of Scope Clause 15.1.1 Page No. 49 | The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of upgraded technology or additional works and services in the Buses or at the Maintenance Depots, which are not included in the Scope of the Agreement as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of | In case of Change of scope insisted by PMPML, Operator has to bear expanses up to 0.25% of Project cost. (impact of 65 Lakh on Operator), Max cap is 5% (i.e. 10 Cr) | It is hereby clarified that there shall be no more than 3 (Three) Change of Scope Orders under this Contract. |

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| | | | <p>this Article 15 and the costs thereof shall be expended by the Operator and reimbursed to it by the Authority in accordance with this Article 15.</p> | | |
| 12. | Vol. II (Draft Bus Operator Agreement) | <p>Article 16 of Operation of Buses 16.10 Annual Assured Fleet Availability Clause 16.10.1 & 16.10.2 Page 54</p> | <p>16.10.1 The Operator is expected to make available 100% (one hundred percent) of the Contracted Buses throughout the Agreement Period (“Annual Assured Fleet Availability”), for maintaining continued and uninterrupted operations of Bus Service as per the terms of this Agreement. 16.10.2 In case the Operator is unable to make available the “Annual Assured Fleet”, it shall attract Liquidated Damages/ Penalties as defined in this Agreement.</p> | <p>Fleet availability may be reduced to 96% as per RFP it is 100% (150 Buses).</p> | <p>No change. As per Bidding Documents.</p> |
| 13. | Vol. II (Draft Bus Operator Agreement) | <p>20.10 Damages for failure to achieve key performance indicators Page No. 66</p> | <p>The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to [0.1% (zero point one per cent)] of the Performance Security for such shortfall in any such performance indicator. Damages to be paid by the Operator under Clause 20.10 of the Bus Operator Agreement shall be capped to 15% (fifteen percent)</p> | <p>Capping on KPI liability, Penalties, fines and damages shall be max of 1% of monthly invoice value.</p> | <p>It is hereby clarified that Operator is required to submit details of any extraneous incidents such as Morcha, Jamming of Traffic. Further, Operator has to submit proof of occurrence of such extraneous incidents. Such proof may include but not limited to ITMS logs, GPS Data etc.</p> <p>Authority at its own discretion, shall consider the proof submitted by the Operator for calculation of Damages under the referenced clause and other penalties payable under the Contract.</p> <p>No change. As per Bidding Documents.</p> |

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| | | | of the invoice amount submitted by the Operator. | | |
| 14. | Vol. II (Draft Bus Operator Agreement) | 21. Financial Close 21.1 Financial Close Clause 21.1.1 Page No. 68 | 21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 150(one hundred and fifty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [60 (sixty)] 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 [60(sixty)] days, subject to payment of Damages at the rate specified in Clause 4.3; | Financial close shall be asked to achieve with 180 days | The Bidders are required to strictly follow the delivery schedule as provided in the Bidding Documents. Clause 21.1.1 is modified as under: The Operator hereby agrees and undertakes that it shall achieve Financial Close within 180(one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [60 (sixty)] 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 [60(sixty)] days, subject to payment of Damages at the rate specified in Clause 4.3; |
| 15. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.1 Fee Clause 22.1.3 Page No.69 | 22.1.3 The Parties agree that the Bus Kilometre shall comprise: (a) Distance travelled by a Bus assigned on a particular Route as per the Deployment Plan; (b) Distance travelled by a Bus without passengers which is outside the Deployment Plan but approved by the Authority for meeting specific requirements. | Payment for the distance travelled from Depot to 1st point of Passenger stop and last point to Depot may be paid in the start and end of operations in a day. | It is hereby advised that Authority shall provide routes originating and terminating at the Depot to the Operator. Operator must complete any opportunity charging if required within the shift changeover period. No additional payment shall be made for distance travelled for intermittent/opportunity charging of any kind. |
| 16. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.5 Revision of Fee Clause 22.5.1 Page 71 | The Parties agree that the Fee shall be revised every [6 (six)] months on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance | Proposed Price escalation formula is not giving any Price revision. i.e. The rates quoted by Bidder are reverse escalated; Revision of Fee may be | Clause 22.5.1 is hereby amended as under: The Parties agree that the Fee shall be revised every [6 (six)] months on the basis of variation CPIIW and WPI in accordance with the |

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| | | | with the terms of this Agreement (“Fee Revision”). | provided min 2%, currently it is Not provided. | terms of this Agreement (“Fee Revision”). |
| 17. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.5 Revision of Fee Clause 22.5.2 Page 71 | The Operator shall submit to the Authority, no later than [30 (thirty)] days prior to the expiry of the aforesaid period of [6 (six)] months, a statement of the input cost of the electricity consumed at the Charging Infrastructure, as provided in Clause 5.12, in the format provided in Schedule-T along with copies of electricity bills clearly segregating the consumption of electricity for the Charging Infrastructure. | | Clause 22.5.2 is hereby amended as under: The Operator shall submit to the Authority, no later than [30 (thirty)] days prior to the expiry of the aforesaid period of [6 (six)] months, a statement of the WPI and CPI indices as published by the competent authority on the Referenced Index Date. |
| 18. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.5 Revision of Fee Clause 22.5.4 Page 71 | In the event that the CPIIW and WPI varies by more than [4% (four per cent)] between the Reference Index Date for any Year and the last date preceding any month of that Year, the Indexed Price shall be revised to reflect such variation at the commencement of that month, and such Indexed Price shall be the PK Fee until its revision for the following month or Year, as the case may be, in accordance with the provisions of this Clause 22.5.3. | | Clause 22.5.4 is hereby amended as under: In the event that the CPIIW or WPI varies by more than [2% (two per cent)] between the Reference Index Date for any Year and the last date preceding any month of that Year, the Indexed Price shall be revised to reflect such variation at the commencement of that month, and such Indexed Price shall be the PK Fee until its revision for the following month or Year, as the case may be, in accordance with the provisions of this Clause 22.5.4. |
| 19. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.5 Revision of Fee Clause 22.5.5 Page 71 | 22.5.5 The Parties agree that the formula for revision of fee shall be: (a) For the 1st revision after COD: Indexed Fee = Fee * [1 + (.2 * CPI IW) + (0.6 * .4 * WPI) + (.2 * (price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the Base Index Date)/ price per kWh of electricity on the Base Index Date) / 100] | | Clause 22.5.5 is hereby amended as (a) For the 1st revision after COD: <u>Indexed Fee = Fee x [1 + (0.2 X [CPIIW - Base CPIIW / Base CPI IW]) + (0.24 X [WPI - Base WPI / Base WPI])]</u> (b) For subsequent revisions: Indexed Fee = |

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| | | | (b) For subsequent revisions: Indexed Fee = Fee * [1 + (.2 * CPI IW) + (0.6 * .4 * WPI) + (.2 * (price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the preceding Fee Revision Date)/ price per kWh of electricity on the preceding Fee Revision Date) / 100] | | <u>Indexed Fee= Fee x [1+(0.2 X [CPIIW-Ref CPIIW/Ref CPIIW])+(0.24 X [WPI-Ref WPI/Ref WPI])</u> Where: i. CPI IW= CPI IW as on the date of submission of statement ii. Base CPI IW= CPI IW applicable on the Base Index Date iii. WPI= WPI as on the date of submission of statement iv. Base WPI = WPI as applicable on the Base Index Date v. Ref CPI- IW = CPI IW as applicable on the preceding Fee Revision Date vi. Ref WPI = WPI as applicable on the preceding Fee Revision Date |
| 20. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.5 Revision of Fee Clause 22.5.6 Page 71 | Notwithstanding the provisions of Clause 22.5, the Parties agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.5 only if (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by [10% (ten percent)]; and (ii) the CPIIW and WPI varies by more than [4%] within a period of [6 (six)] months from the Fee Revision Date in accordance with provisions of Clause 22.5.1. | | Clause 22.5.6 is hereby amended as: Notwithstanding the provisions of Clause 22.5, the Parties agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.5 only if the CPIIW or WPI varies by more than [2%] within a period of [6 (six)] months from the Fee Revision Date in accordance with provisions of Clause 22.5.1. |
| 21. | Vol. II (Draft Bus Operator Agreement) | Article 22 Fee 22.5 Revision of Fee Clause 22.5.6 Page 71 | The values of the following components as on the Base Index Date are: 1. CPIIW: _____ 2. WPI: _____ 3. Price per kWh of electricity: _____ | | Clause 22.5.6 is hereby amended as: The values of the following components as on the Base Index Date are: 1. CPIIW: _____ 2. WPI: _____ |

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| 22. | Vol. III (Technical Specifications) | Clause 3.5E Minimum Operation Range per bus per day Page No. 2 | <p>The Bus must comply with following range conditions:</p> <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 45 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and AC, 18 hours continuous operations. | <p>TML will provide 140 km in single charge (with 100% SOC) and further upto max. 225 km with 45 minutes of opportunity charging on actual condition with GVW and AC, 18 hours continuous operations. Also, we will meet the schedule of PMPML by providing adequate buffer buses. Kindly accept</p> | <p>Clause 3.5E Minimum Operation Range per bus per day is duly amended as under:</p> <p>The Bus must comply with following range conditions:</p> <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 30 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and AC, 18 hours continuous operations. |
| 23. | Vol. III (Technical Specifications) | Clause 12 Range Page No. 4 | <p>The Bus must comply with following range conditions:</p> <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 45 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and | <p>TML will provide 140 km in single charge (with 100% SOC) and further upto max. 225 km with 45 minutes of opportunity charging on actual condition with GVW and AC, 18 hours continuous operations. Also, we will meet the schedule of PMPML by providing adequate buffer buses. Kindly accept</p> | <p>Clause 12 Range is duly amended as under:</p> <p>The Bus must comply with following range conditions:</p> <ul style="list-style-type: none"> • 225 km in single charge (On actual condition with GVW and AC, 18 hours continuous operations) without any kind of opportunity charging or • In case Operator wishes to utilize opportunity charging of 30 minutes, then 160 km in single charge and further upto max. 250 km after completion of opportunity charging. On actual condition with GVW and AC, 18 hours continuous operations. |

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| | | | AC, 18 hours continuous operations. | | |
| 24. | Vol. III (Technical Specifications) | Clause 15.6,C Side Windows Page No. 8 | Flat, 2-piece design-top & bottom pasted toughened glass IS 2553 (Part-2)-1992/latest. | Curved single piece windows may be allowed, as per RFP it is 2-piece windows | Curved single piece windows is also allowed. |
| 25. | Vol. III (Technical Specifications) | Conducting of Field Trials | Field trails to be conducted by CIRT & PMPML jointly for 7 days before opening of the financial bid for the range assured with GVW & routes specified by PMPML. Bidders to bear all expenses and charges associated with testing and trials of Buses. | Request PMPML to consider previous trial report where our vehicle met the requirement of 125 km in single charge and 225 km per day operation with 60 minutes of opportunity charging. (report attached below). As the trial was done in Feb 2020 for near about similar tender, we request not to go for the trial again. We currently do not have vehicle for trial since the bus is unavailable due to many testing and validation activities lined up. OR We can provide trial during prototype inspection stage as we can develop prototype bus only when the order is in hand. Kindly accept | As the subject procurement is under the Fame-II Scheme of DHI, field trials are mandatory and must be carried out to ascertain the usability and/or durability of buses under daily operational conditions. Bidders are hereby advised that PMPML reserves the right to simulate on-ground loading conditions and loading conditions as per relevant notifications on the Buses during Trials. |
| 26. | Additional Clause | | Extension of tender required | Extended the tender submission till 3rd week of Oct due to ongoing pandemic situations and limited resources | The Bid Due Date is hereby extended to 19 October 2020 at 2.30 PM |

Note: Bidders are advised that all terms and conditions of the Bidding Documents other than those mentioned above and in Pre-Bid Clarifications remain unchanged.