OFFICE OF THE DIRECTOR TRANSPORT U.T. CUM CHIEF EXECUTIVE OFFICER, CHANDIGARH
CITY BUS SERVICES SOCIETY, UNION TERRITORY, CHANDIGARH
(PLOT NO.701, INDUSTRIAL AREA, PHASE –I, CHANDIGARH)

CORRIGENDUM / ADDENDUM

In reference to the e-tender Reference No. 484/DC(F&A)/CCBSS/CTU/2020 dated 20.11.2020 uploaded on the website chdctu.gov.in for inviting e-tenders for "**Hiring of 40 Nos. Midi (9.0 Mtrs) Air Conditioning (Without Heating System) Fully built pure Electric Buses including Bus Charging Stations on kilometer basis for a period of 10 years**" and with respect to pre-bid meeting with CTU committee members and prospective bidders on 02.12.2020 in Conference Hall, 4th Floor, Sector-9, U.T, Secretariat, Chandigarh certain amendments are hereby made in the RFP document.

Further tender documents stand amended to the extent as mentioned under column no. 4 as per detail given below:-

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
1	SECTION -1 DISCLAIMER Page No. 1	This RFP is being issued by the CEO, Chandigarh City Bus Services Society, Chandigarh for inviting e-tenders for "HIRING OF 40 NOS MIDI (9.0 MTRS) Air Conditioning (without heating system) FULLY BUILT PURE ELECTRIC BUSES INCLUDING BUS CHARGING STATIONS ON KILOMETER BASIS FOR A PERIOD OF 10 YEARS." (herein after called "buses") on such terms and conditions and technical specifications as set out in this RFP document and as per CMVR rules/ARAI/AIS-052 guidelines/FAME-II guidelines'.	No changes.
2	4.2 : Eligibility Criteria 4.2.1 Technical Qualification (Documentary proof to be attached) Point (i) Page 5	The bidder (in case of supplier) should have maintenance agreement / understanding with the vehicle manufacturer covering for the agreement period with CCBSS	No Changes. It is further clarified that prospective bidder can go with n number of manufacturers for AMC understanding and can submit documentary proof of same as part of technical bid, however, bidder must have to supply the buses out of one of the manufacturer of which the bidder

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			submitted the maintenance agreement documents in technical bid subject to complying technical specs in RFP.
3	4.2 : Eligibility Criteria 4.2.1 (i)Technical Qualification (Documentary proof to be attached) Point (ii) Page 5	The bidder should be manufacturer of buses or in case of supplier, bidder should have supplied or owned at least 20 Electric/Diesel/CNG buses in past 5 years w.e.f. 31.03.2020	No Changes.
5	4.2 : Eligibility Criteria 4.2.1 Technical Qualification (Documentary proof to be attached) Point (ii) Page 5	The bidder should have Type approval from ARAI/CIRT/ICAT Certification of the Base Model. Further, Type Approval Certificate for the model offered should be provided before inspection at the time of Prototype Inspection.	No Changes It is further clarified that Type approval certificate of base Model of any type of Electrical bus only will be valid under said clause. 2. It is further clarified that prospective bidder can go with n number of manufacturers for submission of documentary proof of Type Approval for base Model as part of technical bid, however, bidder must have to supply the buses out of one of the manufacturer of which the bidder submitted Type approval documents in technical bid subject to

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			complying of technical specs in RFP.
6	4.2.2 Financial Qualification Point No. (i) Page No. 5	(i)The bidder should have a minimum average annual turnover of Rs 25.00 Crores (Twenty Five Crores only) for last 3 years duly certified by the Chartered Accountant, for the financial years of 2017-18, 2018-2019 and 2019-20. The bidder should submit Income Tax returns and Audited Balance Sheets duly signed for the relevant three financial years.	No changes Justification:- As the ITR for 2019-20 can be filed well in advance. Further it is clarified that minimum average annual turnover of Rs 25.00 Crores (Twenty Five Crores only) for the financial years of 2017-18, 2018-2019 and 2019-20.
7	4.2.2 Financial Qualification Point No (ii) Page No. 5	ii) The net worth of Bidder should be more than Rs. 16 (Sixteen) Crores for the financial year 2019-2020, to be certified by the Chartered Accountant in practice or Company Secretary in practice based on audited financial statement.	No changes
8	4.2.4 Consortium Point No. 4 Page No. 6	In case of a Joint Venture(JV)/Consortium, at least 40% (forty) of the turnover and networth criteria shall be met by the lead partner and each remaining partner shall meet at least 5%(Five) of the turnover and net-worth criteria.	No Changes.
9	4.2.6 Consortium Page No. 6	The technical experience and financial capabilities of any other Group Company, parent/holding company or subsidiary company of any Bidder not part of JV or Consortium shall not be considered for evaluation.	No changes. Justification:- Bidders can participate in consortium.
10	4.13 : Bid Security / Earnest Money Deposit (EMD) Point 4.13.1 Page 9	The Bidder shall deposit Bid security (hereinafter also referred to as Earnest Money Deposit" (EMD) of Rs. 30.00 (Rupees Thirty lakhs only)	No changes It is clarified that in case of consortium, any member of consortium can deposit EMD before due date and time mentioned in the RFP. The Bank standards performa may be used for the purpose of bid security, which

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			will be sufficient as per the requirement.
11	4.18 PERFORMANCE SECURITY Page No. 10	4.18.1 The Contractor/Bidder shall furnish Performance security en-cashable at Chandigarh in the shape of a Bank Guarantee in the Performa prescribed in the RFP document within 30 days from the date of dispatch of the 'Letter of Bid Acceptance', for a n amount equivalent to Rs. 80,00,000 (Rs Eighty Lacs only) in Indian Rupees valid till the expiry of contract period and extra 90 days (i.e. delivery period plus 10 years and 90 days).	No changes.
12	4.31 TAXES & LEVIES Page No. 12	4.31.3 GST on hiring charges, if applicable & paid by the successful bidder/contractor will be reimbursed by the Society on production of proof of payment after input tax credit.	Amended as GST on hiring charges, if applicable & paid by the successful bidder/operator will be reimbursed by the Society on production of proof of payment after input tax credit or as per bill reflected in FORM 2A on GST Portal.
13	4.32 Subsidy Page No. 12	Further, the subsidy will be released to the successful bidder as and when received from the DHI subject to the submission of Subsidy Bank Guarantee for the equivalent amount with a validity of 05 years as per mandate of Department of Heavy Industries	No changes It is further clarified that as mentioned in the RFP the bank guarantee of equivalent amount will remain with the authority for 5 years as per mandate of Department of Heavy Industries, GOI.
14	SECTION VI: SCHEDULE OF REQUIREMENTS (SOR) Page No. 14	Minimum Annual Assured K.M. per Bus: 64,195 KM (Sixty-Four Thousand One Hundred Ninety-Five Annually)	No changes
15	2.1 Scope of the Agreement Page No. 15	(a) Supply of 40 nos Midi (9.0 mtr) Air Conditioned Buses conforming to the Specifications and Standards set forth in Schedule-B (the "Buses") and in accordance	No changes It is further clarified that as

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		with the provisions of this Agreement; These buses shall be of New Model 2020-21(Chassis & Body – further chassis should not be older than the 6 months from the date of delivery of fully built bus). (e) Setting up and Operation and Maintenance of Maintenance Depots handed over to the operator on As is where is basis the Depot Sites specified in Schedule-A, in accordance with the provisions of this Agreement.	mentioned under Schedule A Annexure-1, all 40 buses will be allocated in one depot only i.e. at Depot No. 3. List of equipments available already attached at Schedule-L Page 160 of RFP. Further prospective bidders can visit depot by contacting Works Manager at 98772-37309 regarding facilities/Infrastr ucute/Space etc available for more clarification and quote prices/financial bid accordingly.
16	2.1 Scope of the Agreement Page No. 15	c) Provide appropriate and adequate number of Depot Charging Stations (Depot Chargers) and/or Opportunity Charging Stations at ISBT-17, 43 and PGI along with Charging Infrastructure from Transformer to Charging Stations. Opportunity Charging up to 45 mins will only be allowed. Opportunity Charging will be optional only and in addition to depot charging. Opportunity Charging will be allowed at above said three locations only. The space for installation of opportunity chargers will be provided by authority.	No Changes. Justification:- Kept keeping in view CTU/CCBSS specific requirement.
17	2.1 Scope of the Agreement Page No. 15	(d) The Operator has to ensure fleet availability as 95% during each day at the start of the shift of each lot of contracted buses on a shift basis rounded off to the nearest whole number (“Assured Fleet Availability”).	No changes. It is clarified that as mentioned under said clause the bidder has to make available fleet availability @95% during each day on shift basis.
18	ARTICLE 4 CONDITIONS PRECEDENT Page No. 17	4.1.3 The Conditions Precedent required to be satisfied by the Operator within a period of 60 (Sixty) days from the date of this	No changes.

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Col No. 1	Col No. 2	Col No. 3	Col No. 4
		Agreement shall be deemed to have been fulfilled when the Operator shall have:	
			No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
19	Page 17 Pt 4.16.2 Price Basis	The price as hiring rate i.e Rs per K.M. should be quoted including financial subsidy to be passed on the successful bidder through CCBSS by Department of Heavy Industries under FAME-II as mentioned under Clause 4.32 and in the prescribed format as per **Annexure-4.**	Amended as The price as hiring rate i.e Rs per K.M. should be quoted by taking in to consideration financial subsidy to be passed on the successful bidder through CCBSS by Department of Heavy Industries under FAME-II as mentioned under Clause 4.32 and in the prescribed format as per **Annexure-4.**
20	Clause No. 4.32	Subsidy	No changes.
21	ARTICLE 6 OBLIGATIONS OF THE AUTHORITY Clause 6.1.2 Page No. 26	(d) provide, or cause to be provided, reasonable support to the Operator in procuring electric transmission lines and sub-station as specified in Schedule-A, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depots & ISBT-17/43 & PGI	Amended as “provide to the Operator electric transmission lines and/or sub-station as

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Col No. 1	Col No. 2	Col No. 3	Col No. 4
		(for Opportunity charging);	specified in Schedule-A, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depot-3 (for depot chargers) & ISBT-17,43 & PGI (in case of Opportunity chargers). Further, Operator has to submit the detailed power requirement in advance to the Authority for making necessary arrangements."
22	Annexure-9 Page No. 33	IMPORTANT INSTRUCTIONS Attested copy of valid Income Tax Clearance Certificate for last three years issued by the competent authority in r/o bidder.	No Changes.
23	ARTICLE 11 UTILITIES, ASSOCIATED ROADS AND TREES Page No. 34	DELETED	No changes.
24	ARTICLE 12 CONSTRUCTION OF THE MAINTENANCE DEPOTS Page No. 35	DELETED	No changes.
25	14.3 Commercial Operation Date (COD) for Respective Lot of Buses Page No. 40	14.3.1 The Operator shall within 15 (fifteen) days from the date of delivery/handover of respective Lot of Buses comply with the following:	Amended as 14.3.1 The Operator shall within 30 (thirty) days from the date of delivery/handover of respective Lot of Buses comply with the following:
26	Clause No. 14.3 (e)	Number of Gates	Amended as Number of Gates As per AIS-052
27	14.4 Damages for delay Page No. 41	If COD does not occur prior to the 16th (sixteenth) day after delivery and acceptance of buses, unless the delay is on account of reasons solely attributable to the	If COD does not occur prior to the 30th (thirtieth) day

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		Authority or due to Force Majeure, the Operator 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 for delay of each day until COD is achieved.	after delivery and acceptance of buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Operator 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 for delay of each day until COD is achieved. Further capping of penalties proposed added as new clause.
28	15.2 Procedure for Change of Scope Page No. 42	---	No changes Since depot space on As-IS-basis being handed over to the operator.
29	Page No. 42 Supply cum Operation and Maintenance Agreement Point No. (G)	The Authority has {agreed to the said request of the Selected Bidder and the Operator, and the Parties have accordingly} agreed to enter into this Agreement with the Operator for Supply-cum- Operation and Maintenance of Buses on Build, Own, Operate and Transfer (the "BOOT") basis, subject to and on the terms and conditions set forth hereinafter.	No Changes. Yes, Project is on BOOT basis subject to terms and conditions mentioned in RFP.
30	15.3 Payment for Change of Scope Page No. 43	15.3.1 The Operator shall, after commencement of work, present to the Authority bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof.	No changes.
31	Page No. 45 Clause No. 16.4.6 Routes and Schedules	In the event there is a need for change in route of Bus, the Operator shall inform the control centre for monitoring of all activities ("Control Centre") about it and the same	No Changes. However, it is clarified that if there is change

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Col No. 1	Col No. 2	Col No. 3	Col No. 4
		shall be tallied with the change in route length measured by ITS ("Intelligent Transport Systems") or 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	in route of bus from designated route then operator shalll inform the command control centre of CTU/CCBSS.
32	Page No. 45 7 Dimensions	7.Dimensions Wheel Base (mm) : As per OEM Overall Width (mm) 2600 (maximum) Overall Length (mm) 8900- 9500 Overall Height (mm) 3800(Maximum)	No Changes.
33	16.8 Advertising on Buses and Maintenance Depots Page No. 46	16.8.1 Subject to Applicable Law, the Authority may display advertisements on the Buses through Third Party.	No changes.
34	16.8 Advertising on Buses and Maintenance Depots Page No. 47	16.8.2 The Third party so appointed by the Authority shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part thereof are damaged due to advertisement stickers or any other form of display material and as such operator will not be responsible for such damage.	No changes.
35	16.8 Advertising on Buses and Maintenance Depots Page No. 47	16.8.5 The Operator shall not be entitled to any revenue generated from the display of advertisements on the Buses by the Authority or Third party appointed by the Authority.	No changes.
36	17.14 Maintenance Depots Page No. 52	17.14.2 The Authority shall provide Three Phase upstream connection including transformer upto HT/LT panel for charging of Buses. Subject to Clause 5.2, supply of electricity at the Maintenance Depots for the Charging Stations only shall be procured by the Operator at its own expense within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Operator and it shall procure Applicable Permits for the same.	No changes suggested. It is further clarified that Operator has to submit the detailed power requirement in advance to the Authority for making necessary arrangements
37	Page 52 Point No. 4.3 Damages for Delay by the Operator	(ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	No Changes.
38	Page No. 55 Clause No. 5.2.6	5.2.8 Notwithstanding anything to the contrary contained in this Agreement, the	No changes.

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Col No. 1	Col No. 2	Col No. 3	Col No. 4
	Obligations relating to Project Agreements	Operator agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator or its Contractors from any liability or obligation under this Agreement.	
39	Page No. 58 Clause No. 5.5 Obligations relating to Employment of Personnel	5.5.12 The Operator shall be responsible for employing any and all 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-compliance with any provisions of this Clause 5.5.12.	No changes.
40	Page No. 59 Clause No. 5.13	Registration of the Project under Clean Development Mechanism (CDM)	No Changes. It is clarified that this is clean Development Programme initiated by Gov. Of India.

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Col No. 1	Col No. 2	Col No. 3	Col No. 4
41	ARTICLE 21 FINANCIAL CLOSE Page No. 62	Deleted	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP at any stage as per directions of Deptt of Heavy Industries, Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
42	Page No. 62 Clause No. 7.1 (K)	it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement; {and that no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 26% (twenty six per cent) of the issued and paid up Equity till ***;	No Changes.
43	ARTICLE 22 FEE Page No. 63	22.1.3) Note: - Bus Kilometre will not comprise of KMs for bus charging purpose in/at any case.	No changes.
44	22.5 Revision of Fee Page No. 65	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 + (0.2 * CPI IW) + (0.6 * 0.4 * WPI) + (0.2 * (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) (b) For subsequent revisions:Indexed Fee =	No changes. Already clarified in detail under said clause and as per NITI Aayog MCA.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		Fee * 1 + (0.2 * CPI IW) + (0.6 * 0.4 * WPI) + (0.2 * (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)	
45	9.1 Performance Security Page No. 32	9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Operator within a period of 60 (one hundred and eighty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	No changes
46	24.1 Transfer of Maintenance Depots Page No. 67	24.1.2 Upon of Maintenance Depots hereunder, all equipment, machinery, building, structures, hardware, software and other assets comprising the Maintenance Depots shall vest in the Authority without any Encumbrance.	No changes.
47	Page 70 Pt 13.4.2	It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority.	No Changes.
48	Page No. 71 Clause No. 13.5.2	The Operator shall, with at least 2 (Two) weeks notice to the Authority, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the Authority shall have the right, but not the obligation, to nominate its representative to witness the tests. It is clarified that all costs incurred on account of the visit of Authority's representatives to the manufacturer's plant shall be borne by the Operator.	No changes. It is clarified that 3-5 officials will be deputed for Inspection by Authority.
49	Page No. 71 Clause No. 13.6	Supply of Prototype: 90 days from appointed date	No changes. It is clarified that delivery of the pro-type bus is 90 days from the Appointed date.
50	Page No. 83 Clause No. 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	No changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
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		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 0.5% (zero point zero five per cent) of the Performance Security. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	
51	Page No. 71 Clause No. 13.7.1	**Acceptance of Prototypes;** The Authority shall, no later than 30 (thirty) days after successful completion of the Tests, communicate its acceptance of the Prototype to the Operator.	Amended as Acceptance of Prototypes; The Authority shall, no later than 15 (fifteen) days after successful completion of the Tests, communicate its acceptance of the Prototype to the Operator
52	Page No. 72 Clause No. 13.9.1	13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not attributable to the Authority or due to a Force Majeure Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.	No changes.
53	Page No. 72 Clause No. 13.9.2	If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days as provided in the Procurement Schedule or if the Damages payable by the Operator for such delay in procurement of Buses amounts to 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.	No changes.
54	ARTICLE 27 ESCROW ACCOUNT Page No. 72	27.2.2 Deleted. 27.3 Deleted 27.4 Withdrawal upon Termination Please refer to Article 32 Termination.	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be

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			binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
55	Page No. 72 Clause No. 13.11 Damage due to Accident	13.11.3 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 and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 30 (thirty) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The Authority shall provide reasonable assistance support to the Operator on best efforts basis	No changes as in Tri-City Operations time mentioned is sufficient enough for reporting said incidents.
56	**Page 73** **Pt 13.11.4**	In the event of an accident of a Bus leading to its complete destruction, such that the Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator shall replace such damaged Bus with a new Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority	No changes. It is clarified that no subsidy will be provided in such event as new bus is against replacement.
57	**Page 74** **Pt 14.1.4**	The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than 15 (fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 15 (fifteen) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Operator shall pay to the Authority as Damages, an amount of 0.01% (zero point zero one per cent) of the Performance Security for each day of delay until all items of the Punch List are rectified.	No changes.
58	Page No. 76 Clause No. 29.3	An Indirect Political Event shall mean one or more of the following acts or events: (a) an act of war (whether declared or	No changes.

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Col No. 1	Col No. 2	Col No. 3	Col No. 4
		undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; (b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible; (c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year; (d) any civil commotion, boycott or political agitation which prevents production and assembly of Buses or fulfilment of Maintenance Obligations by the Operator for an aggregate period exceeding 15 (fifteen) days in an Accounting Year; (e) failure of the Authority to permit the Operator to continue its Construction Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason; (f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor; (g) any Indirect Political Event that causes a Non-Political Event; or (h) any event or circumstances of a nature analogous to any of the foregoing.	
59	Page No. 78 Clause No. 16.4 Routes and Schedules	16.4.1 The Parties agree that the Authority shall have the exclusive right to determine routes, frequency and schedule of the Buses as part of Deployment Plan through the Contract Period. The Authority shall provide the routes for Operation as specified in Schedule-J (the “Operational Routes”). The Authority shall be required to consult with the Operator in case it carries out a change to any Operational Route such that it affects the origin and destination of the relevant Operational Route. The Parties agree that no such consultation would be required in case such change in the relevant Operational Route does not affect the origin and destination of the relevant Operational	No changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		Route. The Operator shall only ply Buses on the Operational Routes, unless directed otherwise by the Authority. For the avoidance of doubt, it is clarified that the Authority may amend the Operational Routes with prior notice to the Operator under and in accordance with the provisions of this Agreement. Provided further that if the Authority amends the Operational Routes pursuant to this Clause 16.4.1, there shall be no reduction in the kilometres.	
60	Page No. 78 Clause No. 16.4 Routes and Schedules	16.4.2 In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Operational Routes or in violation of any requirement of the Deployment Plan or without specific instructions of the Authority in relation thereof, it shall be liable for payment of Damages at the rate of 0.01% (zero point zero one percent) of the Performance Security.	No changes. Further maximum penalty has been capped as new clause.
61	Page No. 78 Clause No. 16.4 Routes and Schedules	16.4.3 The Authority may after due notification to the Operator, change the route(s)/ frequency/ schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the Authority makes any such change(s), it shall notify the Operator in writing 5 (five) days prior to implementation of such change.	No changes. However, change of route/ frequency/schedule of the buses will done in consultation with the operator.
62	Page No. 79 Clause No. 16.5 Deployment Plan	16.5.1 The Authority shall develop a Deployment Plan containing details including but not limited to number and type of Buses, details of the assured availability during the Contract Period, Operational Routes, schedules of Buses including description of Bus Stops, frequency and table of schedule providing Bus headways, based on peak and off peak hour (the "Deployment Plan"), more particularly specified in Schedule-J.	No changes
63	Page No. 79 Clause No. 16.5 Deployment Plan	16.5.4 The Authority reserves the right to make changes to the Deployment Plan from time to time with prior notification, of at least 5 (five) days, of such change to the Operator. The Parties agree that changes to the Deployment Plan by the Authority shall not exceed 20% (twenty percent) of the Total Scheduled Bus Kilometres as mentioned in the Deployment Plan.	No Changes.
64	Page No. 80 Clause No. 16.6 Incidents En-Route	16.6.1 In case of Breakdown or discharging of battery of a Bus en-route during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the	No changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		Operator shall ensure speedy tow-away of the affected Bus within 2 (two) hours of Breakdown and the Operator will not be entitled to receive any payment for KMs covered for that particular day. Further KM operated or to be operated for the particular day will be counted towards Annual Assured KM without any payment. In case of any claim raised by passenger and finally passed by court of law towards the incomplete journey will be at risk and cost of successful bidder.	
65	Page No. 80 Clause No. 16.6 Incidents En-Route	16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within {1 (one) to 3 (three) hours} of such occurrence, failing which Operator shall be liable to pay Damages at the rate of 0.01% (zero point zero one percent) of the Performance Security.	No changes.
66	Page No. 80 Clause No. 16.8 Advertisements	16.8.1 Subject to Applicable Law, the Authority may display advertisements on the Buses through Third Party. 16.8.2 The Third party so appointed by the Authority shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part thereof are damaged due to advertisement stickers or any other form of display material and as such operator will not be responsible for such damage. 16.8.4 Placement of Advertisement (a) The Third Party may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or other mandatory information. 16.8.5 The Operator shall not be entitled to any revenue generated from the display of advertisements on the Buses by the Authority or Third party appointed by the Authority.	No changes.
67	Page No. 83 Clause No. 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 0.5%	No changes

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		(zero point zero five per cent) of the Performance Security. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	
68	Page No. 83 Clause No. 17.7 Damages for breach of Maintenance Obligations	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.	No changes
69	Page No. 85 Clause No. 17.11.2	The Operator agrees that it shall, provide an operation manual (the "**Operation Manual**") for Buses. Operator shall provide 10 (ten) copies of a provisional operation manual (the "**Provisional Operation Manual**") to the Authority along with the delivery of the Prototypes hereunder. The Authority may review the Provisional Operation Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof.	No changes.
70	Page No. 86 Clause No. 17.14.5	Operator agrees & undertakes to set up & operationalize, subject to the provisions of Clause 17.14.2, each of the Maintenance Depots on or prior to the date specified in Clause 17.14.7& in the event of delay for any reason except if solely on account of Force Majeure or breach of this Agreement by the Authority, the Operator shall pay Damages to the Authority in a sum equal to 0.01% (zero point zero one per cent) of the Performance Security for each day of delay in setting up & operationalizing a Maintenance Depot,	No changes
71	32.3 Termination Payment Page No. 87	32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:	No changes.
		(a) 80% (eighty per cent) of the Debt Due	No changes

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		less Insurance Cover; and	
		Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 70% (seventy per cent) of such unpaid claims shall be included in the computation of Debt Due. Provided further that the Authority shall deduct any subsidy received by the Operator pursuant to Applicable Laws for implementation of the Project, for computation of Termination Payment. For the avoidance of doubt, the Operator hereby acknowledges that no Termination Payment shall be due or payable on account of an Operator Default occurring prior to COD.	No changes.
72	32.3 Termination Payment Page No. 87	32.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:	No changes.
		(a) Debt Due;	No changes.
		(b) 100% (one hundred per cent) of the Adjusted Equity; and	No changes.
		Provided that the Authority shall deduct any subsidy received by the Operator pursuant to Applicable Laws for implementation of the Project, for computation of Termination Payment.	No changes.
			No changes
73	Page No. 87 Clause No. 32.3 Termination Payment	32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) 80% (eighty per cent) of the Debt Due less Insurance Cover; and Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 70% (seventy per cent) of such unpaid claims shall be included in the computation of Debt Due.	No Changes
74	32.4 Certain limitations on Termination Payment Page No. 88	32.4.2 Deleted.	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
75	Page No. 89 Clause No. 24.2.3	24.1 Without prejudice to the provisions of Clause 24.2.1, the authority may, in its discretion, requires the operator to provide an additional inventory of spares, equivalent in al respects to the Inventory of Stores. 24.2 All Spares provided by the Operator under this Clause 24.2 shall carry a warranty of 12 (twelve) months from their delivery free of cost to the Authority. The terms of such warranty shall be determined in accordance with Good Industry Practice.	No Changes.
76	Page No. 90 Clause No. 19.4 Tests	For determining that the maintenance of Bus conforms to the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of Tests which have failed.	No Changes.
77	90 19.2	The Operator shall, prior to the close of each day, send to the Authority, by facsimile or email, a report stating the failures, accidents & unusual occurrences relating to the Buses. A weekly & monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week & month, as the case may be.	No changes. Since no confidential information is being asked.
78	Page No. 91 Clause No. 19.5 Remedial measures	19.5.1 The Operator shall repair or rectify the defects or deficiencies, if any, set forth in the Maintenance Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the Maintenance Inspection Report or the test results, as the case may be. 19.5.2 The Authority shall require the	No changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		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 0.01% (zero point zero one per cent) of the Performance Security.	
79	Page No. 92 Clause No. 20.2 KEY PERFORMANCE INDICATORS - Reliability	20.2.1 The Parties agree that the average reliability of all Buses in the fleet shall be measured on a quarterly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the "Reliability"). 20.2.2 The Reliability hereunder shall be equal to the quotient of the cumulative distance travelled by all Buses divided by the aggregate number of Breakdown of all such Buses multiplied by 10,000 (ten thousand). 20.2.3 The Operator agrees that the Reliability for the Buses determined in accordance with Clause 20.2.2 shall be equal to or more than 1 (one).	No Changes.
80	Page No. 92 Clause No. 20.3 KEY PERFORMANCE INDICATORS - Reliability	20.3.1 The Operator shall at all times procure that, save and except any damage caused by theft, arson or vandalism: (b) the temperature inside the Buses be maintained in accordance with Maintenance Requirements. If Air Conditioning does not work in any bus by maintaining the temperature of 24o+_ 1 degrees as per AIS standard then penalty @ 0.1% of performance security per incident will be imposed. (f) Shoddy work due to inferior quality of workmanship in cleaning of bus /Improper washing affecting the appearance of the bus/poor upkeep of upholstery will result in penalty @0.01% of performance security per incident.	No changes Further clause of maximum penalty has been added in this addendum.
81	Article 20 Clause 20.3.1 (f)	Shoddy work due to inferior quality of workmanship in cleaning of bus /Improper washing affecting the appearance of the bus/poor upkeep of upholstery will result in penalty @0.01% of performance security per incident.	No Changes It is clarified that Equipments mentioned at Schedule-L will be handed over

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			to the operator for operation and maintenance of the buses on As-Is basis. The operator has to deploy the manpower for operation and maintenance of buses and equipments handed over.
82	Page No. 92 Clause No. 20.3.1 (g)	Cancellation of complete schedule due to non-availability of the bus or failure to provide replacement will result in penalty @ 0.2% of performance security per incident.	No changes.
83	Page No. 92 Clause No. 20.3.1 (h)	Non Display of PIS Display or ITS equipment will result in penalty @ 0.01% of performance security per incident.	No changes.
84	Page No. 94 Clause No. 20.4 Punctuality	20.4.1 Punctuality shall be measured on a quarterly basis in terms of the percentage of on-time start of trips to the total number of trips operated on a daily basis ("Start Punctuality"). The total number of trips starting/arriving late during the month will be recorded and subtracted from the number of trips operated to arrive at the on-time trips operated figures separately in each case. 20.4.2 The Operator agrees that the Punctuality for arrival at the respective destination shall be measured on a quarterly basis in terms of the percentage of trips with on-time arrival at destination to the total number of trips operated on a daily basis ("Arrival Punctuality"). 20.4.3 The Parties agree that the Operator may exercise a relaxation equivalent to 5 (five) minutes, for start of the bus schedule, and 10% (ten percent) of the subsequent scheduled trip time (subject to a maximum of 15 (fifteen) minutes) for start of subsequent schedules and arrival of trips. 20.4.4 Subject to the provisions of Clause 20.4.3, the Operator agrees that the Start Punctuality determined in accordance with Clause 20.4.2 shall be equal to or more than 90% (ninety percent) and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) respectively.	No Changes.
85	Page No. 94 Clause No. 20.8	The Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a report stating the Key Performance Indicators of each Bus as	No changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		measured on a daily basis. The Operator shall promptly give such other relevant information as may be required by the Authority.	
86.	Page No. 94 Clause No. 20.10 Damages for failure to achieve Key Performance Indicators	Damages for failure to achieve Key Performance Indicators. The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in clause 20.2, 20.4 & 20.6 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.	No Changes
87	35.3 Substitution Agreement Page No. 95	Deleted	No Changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
88	ARTICLE 36 CHANGE IN LAW Page No. 96	DELETED	No Changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
89	Article 26 Accounts and Audit Clause 26.1.1	The Operator shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. 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 and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.	No Changes .
90	26.1.2	The Operator shall, within 30 (thirty) days of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange	No Changes.
91	Page No. 104 Clause No. 26.1.3	**On or before the expiry of [2 (two)] months** after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors	No Changes.
92	26.2.1 And 26.2.2	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 3 (three) reputable firms of chartered accountants (the "Panel of Chartered Accountants"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-R. All fees and expenses of the Statutory Auditors shall be borne by the	No Changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		Operator. The Operator may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants	
93	Page No. 104 Clause No. 26.2.3	Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "Additional Auditors") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.	No Changes.
94	Page No. 106 Article 42 Clause No. 42.4 Delayed Payments	42.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 2% (two per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.	No changes.
95	ARTICLE 43 DEFINITIONS Page No. 112	"Appointed Date" means the date on which contract agreement is signed, and such date shall be the date of commencement of the Contract Period;	No changes.
96	Page No. 112 Clause No. 29.7	Allocation of costs arising out of Force Majeure	No changes
97	Page No. 79 Clause No. 29.1	In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.,	No Changes
98	Page 118	Termination for Operator Default :	No changes

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
	Pt 32.1 (b)	Subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Operator fails to cure, within a Cure Period of 90 (ninety) days, the Operator Default for which whole or part of the Performance Security was appropriated;	
99	Annex – I Page 133	Range per Charge Daily Operating Range as 200 KMs per day on actual conditions (with Air conditioning, GVW, with Passengers load and city traffic conditions) Range per Charge (Battery Capacity): - 140 KMs in case requires opportunity charging or 200 KMs with slow charging. The operator may install adequate number of opportunity chargers at three locations i.e. ISBT 17, ISBT-43, PGI. Opportunity charging upto 45 mins will be allowed. Opportunity charging will be optional and in addition to depot charging. Opportunity charging will be allowed only at above said three locations. The successful bidder will be liable to install opportunity chargers along with requisite infrastructure (including civil works) from transformer to charging station. The space for installation of opportunity chargers along with transformer will be provided by CCBSS. Further, operator will submit the charging plan along with route operational plan	No Changes.
100	Page No. 134 Schedule B Annexure I (3) Suspension	Front: Parabolic / Weweller suspension or better. Rear:Parabolic/Weweller suspension or better	No changes.
101	Page No. 9 Seating Capacity	26-32	Amended as follows:- Passenger Seating Capacity 26-32
102	Page No. 134 Point No. 1 Technical Specification	Floor Height : 650-900 mm	No Changes.
103	Page No. 13 ITS Enabled Bus	ITS Enabled Bus 4 nos. PIS Screens (One each at front, side and rear) and one in saloon area., GPS(AIS-140), SCN along with BDC,NVR 140 with storage upto 15 days along with 5 nos. CCTV IP cameras (one for dashboard, one for driver behavior, one for reverse, 2 for saloon area), panic button (AIS- 140) and the technical specifications of these ITS equipments be as per AIS-140 and	No changes.

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		e-tender floated by CCBSS for System Integrator of implementation of ITS, AIS-140 and other AIS/BIS standards.	
104	Page No. 141 Clause No. 21	Air conditioning system (without heating) - test procedure for type approval- As per AIS052	No Changes It is clarified that testing of Air Conditioning system will be carried out as per AIS standard and UBS standard.
105	SCHEDULE – G PROCUREMENT SCHEDULE Page No. 149	Appointed Date	Col. No. 5 Date of Receipt of buses from the date of appointment amended as follows:- Appointed Date
		Delivery of Prototype: Appointed date +90 days	Appointed date + 90 days for delivery of Prototype bus.
106		Delivery of First lot of 19 buses: Appointed date +135 days	Appointed date + 150 days for delivery First lot of 19 buses.
106		Delivery of First lot of 19 buses: Appointed date +180 days	Appointed date + 210 days for delivery Second lot of 20 buses.
107	Tender Notice -1 Pg No : 160	SCHEDULE-L.	Please refer to clarifications made above,
108	SCHEDULE-M (See Clause 27.1) ESCROW AGREEMENT Page No. 164	2.6 Substitution of the Operator	No Changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with
		Deleted	
		3.2 Deposits by the Operator	
		Deleted	
		3.3 Deposits by Senior Lenders	
		Deleted	
		4 WITHDRAWALS FROM ESCROW ACCOUNT	
		Deleted	
		6.1.2 Operator Default	
		Deleted	
		8.1 Supplementary escrow agreement	
		As per mutual consent of Operator and Authority.	
		11 MISCELLANEOUS PROVISIONS	
		Deleted	

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			revision of per KM fee will remain same.
109	SCHEDULE-S (See Clause 35.3.1) SUBSTITUTION AGREEMENT	Deleted	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
110		Stop request- on every pillar	No changes suggested.
111	Page No. 172 Clause No. 15.7.1 Passenger seating's for ordinary type- 1 buses	As per AIS 052	No changes
112	Page No. 174 Clause No. 18.2 Driver/Passenger/Wheelchair seat belt anchorage	Required	Amended as As per AIS-052
113	20.6	Safety of Operations	No changes
114	20.10	Damages for failure to achieve Key Performance Indicators	No changes
115	20.11	Incentive for exceeding to achieve Key Performance Indicators	No changes
116		Fee	No changes
117	22.4.1	Additional KMs beyond minimum assured KM	No changes
118	24	Transfer of Maintenance Depots	No changes.
119	24.2	Handover of Maintenance Depots	No changes.
120	30	COMPENSATION FOR BREACH OF AGREEMENT	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
121	31	SUSPENSION OF OPERATOR'S RIGHTS	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI, Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
122	32	TERMINATION	
123	33	DIVESTMENT OF RIGHTS AND INTEREST	
124	34	Defects Liability after Termination	
125	34.1	Liability for defects after Termination	
126	35	ASSIGNMENT AND CHARGES	
127	37	LIABILITY AND INDEMNITY	No changes. However, changes if required, to be made in Model Concession Agreement attached in RFP as per directions of DHI,Govt of India or Chd Admn to avail subsidy then same will be binding on the prospective
128	38	RIGHTS AND TITLE OVER SITES	
129	39	DISPUTE RESOLUTION	
130	40	DISCLOSURE	
131	41	REDRESSAL OF COMPLAINTS	
132	42	MISCELLANEOUS	

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			bidder/successful bidder though bid/quoted prices along with revision of per KM fee will remain same.
133	Tender Notice -1 MODEL CONCESSION AGREEMENT Pg No : 25 5.12	5.12 Obligations relating to charging infrastructure	No changes. It is clarified that upstream infrastructure will be provided by the authority as dealt in earlier clause.
134	Article 22 Clause 22.5	Revision of Fee	No Changes. Further It is mentioned that rates of electricity per unit are as per notification of electricity department of Chandigarh Administration and same will be applicable as revised from time to time.
135	Annexure-4 Page No. 12	Format of Financial Bid	No changes as already mentioned in Financial Bid Performa.
136	Page No. 153 Annexure II Routine Test	Routine Tests under this Agreement shall include the list of routine tests determined by Government Instrumentality including ARAI from time to time.	No Changes It is clarified that routine test as per ARAI guidelines be carried out on the offered buses and certificate in this regard be submitted to Authority at the

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
			time of Inspection.
137	Page No. 71 Clause No. 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.	No changes.
138	Page No. 60 Article 20 Clause No. 20.12	New Clause added under Key Performance Indicators	New Clause The Total Penalty amount per month is capped to 10% of the amount payable per month.
List of Suggestions/Amendments by Prospective Bidders			
S. No.	**As per RFP**	**Suggestion/Clarification**	**CTU Remarks**
1	Suggestion by Prospective Bidder	Clause to be added under Technical Qualification Criteria. Electric Bus Manufacturer shall have registered manufacturing facilities in India having valid factory license under its own name.	No Amendments since consortium can also participate.
	Suggestion by Prospective Bidder	Clause to be added The net worth of Bidder (in case of Manufacturer of Buses) should be more than Rs. 50 (Fifty) crores for the financial year 2019-2020.	No Amendment as already meeting the criteria mentioned.
2.	Suggestion by the Prospective Bidder	Clause to be added. Electrical Energy consumption of vehicle 0.9 kwh-1.2 kwh as per km allowed but CCBSS will bear electricity expenditure up to 0.9 kwh/km only rest will be passed to the Successful bidder. Further, in case it is less than 0.9 kwh/km. No benefit will be passed to Successful Bidder. Shall be retained as per earlier RFP	No Amendments since electricity consumption is under scope of successful bidder.
3.	Suggestion by the Prospective Bidder	Clause to be added Proof of concept: Price bids of the Bidders those who have completed successful trials shall be opened. The Technically qualified Bidders shall be required to conduct proof of concept before opening price bids for a period of 3 days within the jurisdiction & Routes as decided by CTU, Chandigarh. The Trail shall be completed by the Bidders on or	No Amendment proposed since CCBSS is asking for ARAI certificate of BASE Model of Electric Bus and some OEM may not have the model ready

Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		before the timeline provided in RFP.	which is to be delivered to CCBSS.
4.	Suggestion by the Prospective Bidder	Trail Conditions: Vehicle has to cover Minimum 150 KMs in single charge range with 80% SoC, passenger load, traffic and under real-time conditions. Vehicle shall cover 200kms in a day with 45minutes intermediate charging including to and fro travel time to charging point.	No Amendment proposed since CCBSS is asking for ARAI certificate of BASE Model of Electric Bus and some OEM may not have the model ready which is to be delivered to CCBSS.
5.	Suggestion by the Prospective Bidder	Please give us time for analysing the Corrigendum and extend the submission date to atleast 15 days post issuance of addendum and corrigendum as GCC tenders have its own complexity and requires proper analysis before bidding	Please refer to Addendum
6.	Suggestion by the Prospective Bidder	Request authority to include Power failure/Grid failure in force Majeure	Will be dealt on case to case basis.
7	Suggestion by the Prospective Bidder	8) Request Authority to keep the scope of Infra Development upto Charging Infra. Charger Installation and Commissioning can be taken care by Operator. Kindly accept	Already Clarified in preceding clauses.
8	Suggestion by the Prospective Bidder	Please specify the estimated tender value / Project cost	No Amendement / Suggestions.
9	Suggestion by the Prospective Bidder	Increase in government cess and charges If there is any increase in government cess/levies and charges etc on present rates of Registration of buses,road tax,insurance and fitness etc during the contract period the same to be compensated / reimbursed to operator by authority on actual bases.	No Amendment. Any increase in Govt. Cess and charges to be borne by operator.
10	Suggestion by the Prospective Bidder	Special Purpose Vehicles Are bidder authorize to form special purpose vehicle (SPV company) for the Project	YES
11	Suggestion by the Prospective Bidder	Manufacturing Defects Incase of bidder being operator face difficulty in operation due to the manufacturing defects of buses. The OEM shall be directly responsible for correction of such defects and any penalty due to manufacturing defects shall be passed on to the OEM and Authority shall allow to enter into agreement with Operator and OEM for minimize such occurrence and to make OEM too liable under supply	No Amendment.
12	Suggestion by the Prospective Bidder	Preference to Indian OEM's – Weightage value	No Amendment.

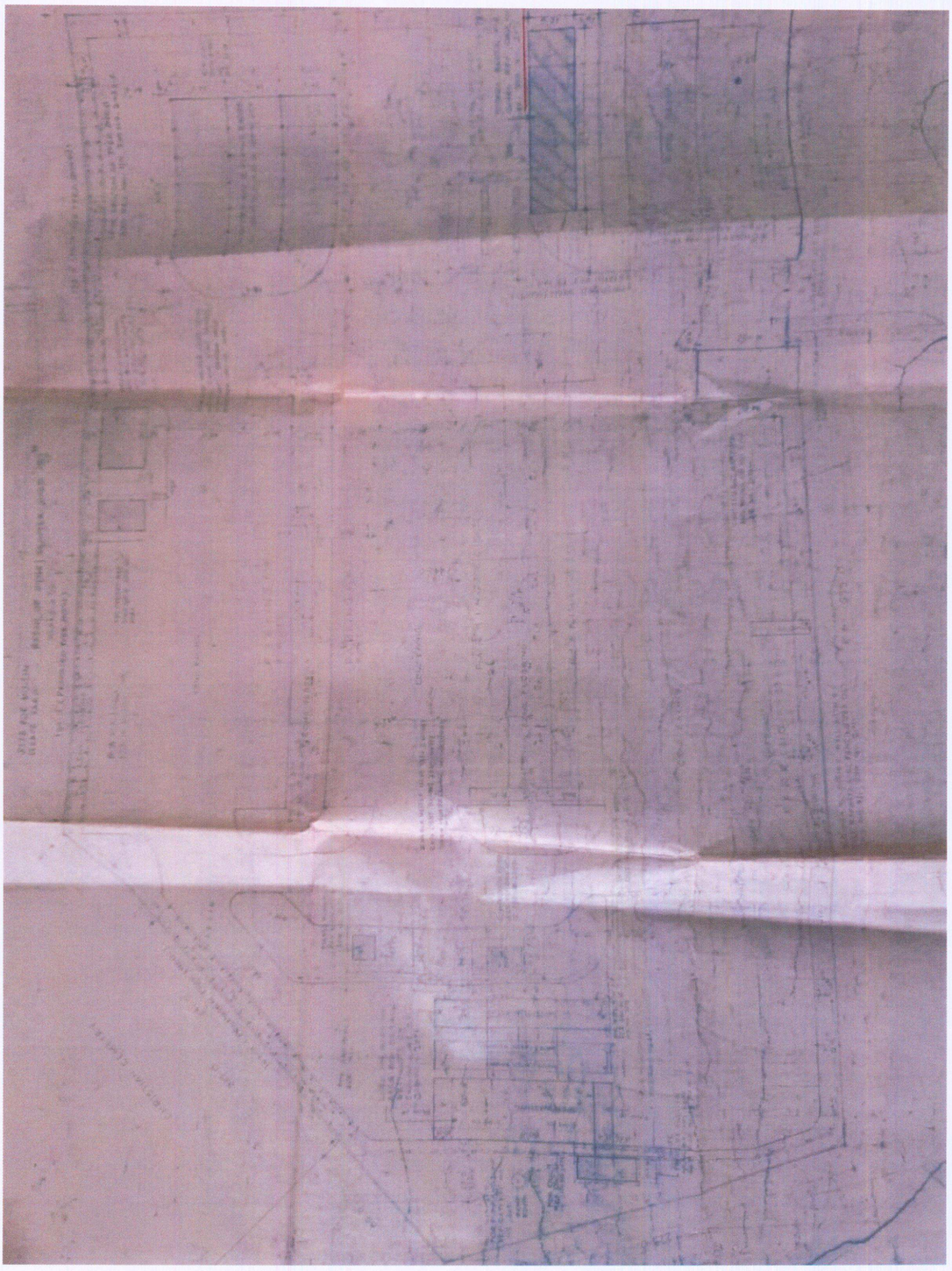
Sr. No	Clause Reference	As per RFP	CTU Remarks
Col No. 1	Col No. 2	Col No. 3	Col No. 4
		With ”Make in India” being encouraged and Indian OEM’s investing heavily in EV space, Request for giving priority of selection to local OEM’s who are well established and promise a 10 year long partnership	
13	Suggestion by the Prospective Bidder	Maintenance Depot Drawing –Sector 25 Request CTU to share layout drawing of the Same	Attached at Annexure-1
14	Suggestion by the Prospective Bidder	3) Request authority to confirm that proposed location /site for the Maintenance Depots whether has Compound wall , gates , Approaches/ Roads , Availability of the adequate power at Proposed depot and necessary service lines .	Already clarified in preceding clauses
15	Suggestion by the Prospective Bidder	5) Request authority to confirm No of Maintenance Bay and Pits Availability depot wise	Already clarified in preceding clauses
16	Suggestion by the Prospective Bidder	6) Authority to be Share the Existing Store Room with Infra Opex service provider .	Already clarified in preceding clauses
17	Suggestion by the Prospective Bidder	7) Request Authority to confirm who will provide Water connection in the Proposed Depots.	Already clarified in preceding clauses
18	Suggestion by the Prospective Bidder	8) Request Authority to keep the scope of Infra Development upto Charging Infra. Charger Installation and Commissioning can be taken care by Operator. Kindly accept	Already clarified in preceding clauses

Further, the date of receiving of e-Tender is hereby extended from 18.12.2020 upto 14:00 Hrs to 30.12.2020 upto 14:00 Hrs and the date of opening of Technical Bid is extended from 18.12.2020 at 15:00 Hrs to 30.12.2020 at 15:00 Hrs respectively.

Sd/-

General Manager,
For Director Transport-cum-CEO
Chandigarh City Bus Services Society
Chandigarh.

ANNEXURE-I



ANNEXURE-2

Format for Bid Security / Earnest Money Deposit

As per Bank Standards Performa