OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT, UNION TERRITORY, CHANDIGARH

No.9273/ACCTT(H)/CTU/2021 **Dated: 07.12.2021**

ADDENDUM

In reference to the e-tender Reference No.8160/ACCTT(H)/CTU/2021 dated 04.11.2021 and Addendum/Corrigendum dated 24.11.2021 for inviting e-tender 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."** appeared in the leading newspapers and also displayed on the website of this undertaking as well as website of the Chandigarh Administration i.e. chdctu.gov.in and https://etenders.chd.nic.in/ respectively and with respect to pre-bid meeting held with prospective bidders on 03.12.2021 at Conference Hall, U.T. Guest House, Sector-6, Chandigarh, the following amendments/modifications are hereby made in the e-tender documents/RFP dated 04.11.2021 and Addendum/Corrigendum dated 24.11.2021:

S. No.	Clause No./Page No.	Description	As Per RFP	CTU REMARKS
1	3.2 of Section III – RFP/ Page 11		The definition of 'Agreement' is set out below: "***Agreement***" *means the document signed between the DIRECTOR TRANSPORT, Union Territory, Chandigarh and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract attached in Part-B as Model Concession Agreement* ***and further any Amendments made by CTU at any point of time before agreement***.	No Changes.
2	3.12 of Section III – RFP/ Page 11		The definition of 'Effective Date' is set out below: "***Effective date***" ***of the agreement*** *shall mean the date on which the 'Letter of Bid Acceptance (LOBA) shall be dispatched by the CTU.*	Amended as: "Effecive Date" of the agreement means the date on which contract agreement is signed and such date shall be the date of commencement of the Contract Period.

3	4.2.2/P-5	Eligibility criteria	i) Annual average turnover: 25 crores II) Net worth: 16 crores	No Changes Suggested.
4	4.2/P-5	Eligibility criteria	Technical Qualification 2. 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 as it will restrict the competition.
5	4.2.3(i) of Section IV – RFP/ Page 13		The Clause is set out below: "*The bidder should have not been blacklisted from Central/UT/State Government/ Organization/ Boards/ Corporation for corrupt or fraudulent or non-delivery or non- performance in last 3 years from date of calling/publishing of e-tender* ***and in case of any dispute with any STU/corporation/Organization; the same should be attached along with technical bid****. An Undertaking as per Annexure-8 should be submitted in this regard.*"	No Changes. It is clarified that the bidder has to attach the undertaking in this regard as per Annxexure attached in the RFP.
6	4.2.3(ii) of Section IV – RFP/ Page 13		The clause provides, *inter alia*, that a bidder would be disqualified if there is a pending criminal proceeding against its directors.	No Changes.
7	4.2.4/ P-4	Eligibility criteria	Consortium 4. 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. None of the member of a given JV/Consortium can be a member of another JV/Consortium submitting the same bid otherwise all the bids comprising the same member shall stand disqualified.	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. None of the member of a given JV/Consortium can be a member of another JV/Consortium submitting the same bid otherwise all the bids comprising the same member shall stand disqualified. A subsidiary company duly registered under the Companies Act, 2013 is eligible to apply and the credentials of the parent company will also be considered while considering

				the bid including its financial credentials and other technical knowhow etc. However, in case of a subsidiary company within the meaning defined under the Companies Act, 2013, the holding company and its Board of Directors exercising control over the subsidiary company shall be jointly as well as severally liable and responsible for execution of the contract and in case of any breach or dispute, the holding company shall be equally responsible in its on capacity as well along with the subsidiary company. In case the tender is allocated to a subsidiary company or joint venture or consortium, a corporate guarantee will be executed in favour of the CTU, in case of subsidiary company by the holding company, in case of consortium, by the leading member and in case of joint venture by all companies which are part of the joint venture and the said corporate guarantee shall remain in force for the entire period of the contract till its completion. That in case the tender is allocated to a subsidiary company or a joint venture or a consortium (as the case may be), the Contract shall be awarded to the successful bidder. However the same shall be subject to a tri-parte agreement to be executed between the CTU, the Successful Bidder and Holding/Parent Company (in case of subsidiary company) and in case of Joint Venture/Consortium, with all the members of the Joint Venture/Consortium.
8	4.9.2 of Section IV – RFP/ Page 15		The Clause is reproduced below:	

			"*The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990, AIS-003(Gradeability),AIS-038 (Function safety requirements), AIS-039 (Electrical Energy Consumption), AIS-040 (Range Test), AIS-041(Net power and Max 30 min Power Test),AIS-048(Safety requirements of Traction batteries),AIS-004 and AIS 049(EMC), AIS-052 Specifications(bus body), AIS-140(ITS), Tests mentioned in MCC and along with any and all amendments therein, notification/orders made by Ministry of Road and Transport and Highways, Department of Heavy Industries and other statutory and legal requirements as applicable on the date of delivery.*"	Amended as The Bidder shall be required to comply with all the applicable provisions of the Central Motor Vehicle Act 1988 (MVA), the Central Motor Vehicle Rules 1989 (CMVR), the Chandigarh Motor Vehicle Rules, 1990, AIS-003(Gradeability),AIS-038 (Function safety requirements), AIS-039 (Electrical Energy Consumption), AIS-040 (Range Test), AIS-041(Net power and Max 30 min Power Test),AIS-048(Safety requirements of Traction batteries),AIS-004 and AIS 049(EMC), AIS-052 Specifications(bus body), AIS-140(ITS), Tests mentioned in MCC and along with any and all amendments therein, notification/orders made by Ministry of Road and Transport and Highways, Department of Heavy Industries and other statutory and legal requirements as applicable on the date of delivery.
9	4.13.4 of Section IV – RFP/ Page 17		The clause is reproduced below: "The Bid Security is liable to be forfeited if the Bidder ***withdraws amends, impairs, or derogates from the bid in any respect within the period of validity of its bid***. The decision of CTU in this respect shall be final and binding."	No Changes.
10	4.17.1 of Section IV – RFP/ Page 17		The clause provides that the bids would remain valid until 180 days from the date of opening of technical bids.	No Changes.
11	4.25 of Section IV – RFP/ Page 19	Technical Evaluation Criteria		No Changes. It is clarified that Technical bids will be evaluated based on the qualification criteria mentioned in the RFP.
12	Preamble of the MCA/ Page 42		The second party (i.e. the Operator) has been described as a company incorporated under the provisions of Companies Act, 2013. The same has been reproduced below: "*{****** Limited, a company incorporated under the provisions of the **Companies Act, 2013** and having its registered office at ....., (hereinafter referred to as the "Operator" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.*"	No changes.
13	Recitals (E), (F) and (G) of the MCA/ Page 42		The recitals are reproduced below:	No changes.

			"*(E) {The Selected Bidder has since promoted and incorporated the ……. as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Operator as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for undertaking the Project.}*"	
			"*(F) {By its letter dated ……., the Operator has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Agreement pursuant to the LOA. The Operator has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.*}	
			"*(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."	
14	2.1 of the MCA/ Page 49		The relevant extract is set out below:	Amended as
			"*The scope of the Agreement (the "Scope of the Agreement") **shall mean and include as mentioned in Schedule T** and mentioned hereunder, during the Contract Period:…*"	"*The scope of the Agreement (the "Scope of the Agreement") **shall mean and include as mentioned in Schedule U** and mentioned hereunder, during the Contract Period:…*"
15	2.1/ Page 49	Scope of the Agreement	(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 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).	No Changes. It is clarified that all the 40 buses will be allocated at one depot only i.e. At Depot 3, Sector 25 CHD.
16	2.1 (C)/ Page 15	ARTICLE 2 SCOPE OF THE AGREEMENT	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. Opprotunity Charging at Depot is not allowed. For further clarification with respect to Power may please refer to RFP and earlier Addendum issued.
17	2.1/ Page 49	Scope of the Agreement	(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.
18	2.1 g	Scope of the Agreement	The Operator shall have to provide licensed software of ITS equipments onboard to integrate with command control centre of CTU as per requirement of CTU. Further, Operator will provide the APIs and protocol documents (as required) to the CTU or third party engaged by CTU (S.I.) along with operation and maintenance of OBITS equipments including data communication with respect to OBITS only	No changes

19	4.1.3	Conditions Precedent	The Conditions Precedent required to be satisfied by the Operator within a period of 60 (Sixty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have: (a) provided Performance Security to the Authority pursuant to Article 9; (b) executed and procured execution of the Escrow Agreement; (c) delivered to the Authority {from the Consortium Members, their respective} confirmation, in original, of the correctness of their representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1; (d) procured all the Applicable Permits specified in Schedule-C unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect; (f) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Operator; (g) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator, along with 3 (three) soft copies of the Financial Model MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and (h) delivered to the Authority a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof;	No Changes
20	5.2.2/ P-54	Obligations relating to Project Agreements	The Operator shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Operator shall submit to the Authority a true copy thereof, duly attested by a Director or any person authorised by the Board of Directors of the Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. 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 agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.	No Changes

21	5.3.2(b)55	Obligations relating to Change in Ownership	acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring 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 acquisition of Equity or control of the Board of Directors of the Operator without such 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 from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Lead Member or its holding company by another overseas entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.	No Changes
22	CTU-Tender Notice_1.pdf Pg No : 25	5.12 Obligations relating to charging infrastructure	The Operator agrees that it shall provide for adequate number of Chargers along with Charging Infrastructure at the Maintenance Depots for minimum 40 Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots, ISBT-17/43 & PGI are used only for the purpose of charging of Buses and no other purpose whatsoever.	No Changes. For further clarification, please refer to addendum already issued dated 24.11.21..
23	5.13	Registration of the Project under Clean Development Mechanism (CDM)	The Operator shall endeavour to earn green revenues accruable from mitigation of greenhouse gases as a result of implementation of the Project. The Operator shall also undertake to prepare the project for availing green revenues and get these registered under the Clean Development Mechanism ("CDM") under Applicable Laws or any other such mechanism available during the Contract Period. The Operator shall also undertake to share 50% (fifty percent) of the revenues earned from CDM with the Authority.	No Changes. For further clarification, please refer to addendum already issued dated 24.11.21.

24	5.2.6/ Page 55	Obligations relating to Project Agreements	5.2.8 Notwithstanding anything to the contrary contained in this Agreement, the 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.	No Changes.
25	5.12/ Page 59	Registration of the Project under Clean Development Mechanism (CDM)	The Operator shall endeavour to earn green revenues accruable from mitigation of greenhouse gases as a result of implementation of the Project. The Operator shall also undertake to prepare the project for availing green revenues and get these registered under the Clean Development Mechanism ("CDM") under Applicable Laws or any other such mechanism available during the Contract Period. The Operator shall also undertake to share 50% (fifty percent) of the revenues earned from CDM with the Authority. Registration of the Project under Clean Development Mechanism (CDM) The Operator shall endeavour to earn green revenues accruable from mitigation of greenhouse gases as a result of implementation of the Project. The Operator shall also undertake to prepare the project for availing green revenues and get these registered under the Clean Development Mechanism ("CDM") under Applicable Laws or any other such mechanism available during the Contract Period. The Operator shall also undertake to share 50% (fifty percent) of the revenues earned from CDM with the Authority.	No Changes. For further clarification, please refer to addendum already issued dated 24.11.21.
26	5.13	Registration of the Project under Clean Development Mechanism (CDM)	Registration of the Project under Clean Development Mechanism (CDM) Revenue Share	No Changes. For further clarification, please refer to addendum already issued dated 24.11.21.
27	6.1.2(b)/P-60	Obligations of the Authority	Provide land (along with any buildings, constructions or immovable assets, if any, thereon), free from Encumbrances, for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement	No Changes. For further clarification, please refer to addendum already issued dated 24.11.21.
28	6.1.2(b)/P-61	Obligations of the Authority	Provide land (along with any buildings, constructions or immovable assets, if any, thereon), free from Encumbrances, for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement	No Changes. For further clarification, please refer to addendum already issued issued dated 24.11.21.

29	6.1.2 (d)/ Page 27	ARTICLE 6 OBLIGATIONS OF THE AUTHORITY	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(for Opportunity charging);	No Changes issued dated 24.11.21.
30	9.1/ P-	Performance Security	A).The Operator shall, for the performance of its obligations hereunder till the expiry of the Contract Period, provide to the Authority no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to **Rs. 80,00,000 (Rupees Eighty Lacs)** in the form set forth in Schedule-D (the "Performance Security"). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator.	No Changes issued dated 24.11.21.
31	9.1/ P-66	Performance Security	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 issued dated 24.11.21.
32	9.2/Page 66	Appropriation of Performance Security	9.2 Appropriation of Performance Security Upon occurrence of an Operator Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Operator Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Operator shall be entitled to an additional Cure Period of 60 (Sixty) days for remedying the Operator Default or for satisfying any Condition Precedent, and in the event of the Operator not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 32.	No Changes.

33	13.2. /Page 70	Ownership of Buses	The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	No Changes.
34	13.4.1,13.4.2	Procurement of Buses	The Operator shall, no later than 60 (sixty) days from the Appointed Date, provide to the Authority 5 (five) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.	No Changes.
35	13.11/Page 72	Damage due to Accident	13.11.1 The Operator shall be liable for any damage to the Bus on account of accidents. The Operator agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. 13.11.2 The Operator agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Bus and the Operator agrees that it shall keep the Authority indemnified against any thirdparty claims arising from such accidents.	No Changes
36	14.3(C)/ P-42	Commercial Operation Date (COD) for Respective Lot of Buses	procure and install the necessary movable assets such as plant and equipment, materials, consumables, etc. at the Maintenance Depot as required for the Operation and Maintenance of Buses and Maintenance Depots in addition to handed over by the CTU on As is where is basis.	No Changes. For more clarfication please refer to addendum already issued dated 24.11.21

37	15.3./Page 77	Payment for Change of Scope	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. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Operator such amounts as are reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure. 15.3.2 Notwithstanding anything to the contrary contained in Clause 15.3.1, all costs arising out of any Change of Scope Order shall be borne by the Operator, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 15.3.1.	No Changes.
38	16.4/ Page 78	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 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.	No Changes
39	16.4/ Page 79	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
40	16.4/ Page 79	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
41	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 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.	No Changes

42	16.5/ Page 79	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
43	16.5.4/P-79	Deployment Plan	The Authority reserves the right to make changes to Deployment plan from time to time with prior notification, of atleast 5 days, of such changes to operator	No Changes
44	16.5/P-79	Deployment Plan	Partees agrees that Changes to Deploymnet Plan by Authority cannot exceed 20% of total scheduled bus kilometers as mentioned in Deployment plan	No Changes
45	16.6/ Page 80	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 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.	No Changes
46	16.6/ Page 80	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
47	16.8/ Page 80	Advertising on Buses	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

48	17.14 .2/ P-53	17.14 Maintenance Depots	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. Already clarified in the Addendum issued dated 24.11.21.
49			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% (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.	No Changes
50	17.6/Page 83	De-commissioning due to Emergency	If in the reasonable opinion of the Authority, there exists an Emergency which warrants decommissioning of a Bus, the Authority shall be entitled to de-commission the Bus for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Authority to the Operator without any delay, and the Operator shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.	No Changes
51	17.7/ Page 83	Authority's right to take remedial measures	In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.	No Changes

52	19.4/ Page 90	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
53	19.7	Real Time Data Access	Real Time Data Access	No Changes. As already mentioned under Technical Specifications.
54	19.7	Real Time Data Access	The Operator agrees that it shall provide for real time data monitoring and provide the Authority access to the raw feed of the monitoring system pertaining to the performance of the Operator under this Contract as generated by ITS. The Operator shall install the data monitoring system as provided in Schedule-Q hereto. The Operator further agrees to install on board devices to enable the Authority to access real time location and status of the Buses. The Operator agrees that failure to provide access to the monitoring the daily raw feed and the onboard device data, then it shall be deemed to be an Operator Default.	No Changes. It is clarified that On-Board Intelleigent Transportations System devcies are in the scope of Successul bidder as metnioned under techncial specifications.
55	20.2/ Page 92	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
56	20.3/ Page 92	KEY PERFORMANCE INDICATORS	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

57	20.4/ Page 93	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
58	20.6/ Page 93	Safety of Operations	20.6.1 The Parties agree that the Safety of Buses in the fleet shall be measured in terms of inverse of number of accidents per 1,00,000 Kms (One lakh kilometres) (the "General Safety") and the number of fatalities per 10,00,000 Kms (Ten lakh kilometres) (the "Severe Safety"), respectively. The General Safety and Severe Safety shall be calculated in terms of cumulative Bus Kms operated divided by number of accidents multiplied by 1,00,000 (One lakh) and cumulative Bus Kms operated divided by number of fatalities multiplied by 10,00,000 (Ten lakh), respectively. 20.6.2 The Operator agrees that the General Safety and the Severe Safety, as the case may be, determined in accordance with Clause 20.6.1 shall be equal to or more than 1 (one).	No changes
59	20.11/ Page 94	Incentive for exceeding 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 increase 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 incentive equal to 0.05% (zero point zero five per cent) of the Performance Security for achievement in any such performance indicator.	No Changes
60		-	20.12 The total penalty amount per month is capped to 10% of the amount payable per month.	No Changes

61	22.1/ Page-61	KEY PERFORMANCE INDICATORS	22.1.3 The Parties agree that the Bus Kilometre shall comprise: (a) Distance travelled by a Bus assigned on a particular Operational Route as per the Deployment Plan; (b) Distance travelled by a Bus from the Maintenance Depot to the first point of loading passengers at the commencement of its service on a Day; (c) Distance travelled by a Bus from its last Bus Stop as per the Deployment Plan to the Maintenance Depot at the end of the day's service; and (d) Distance travelled by a Bus without passengers which is outside the Deployment Plan but approved by the Authority for meeting specific requirements. Note:- Bus Kilometre will not comprise of KMs for bus charging purpose in/at any case.	No Changes
62	22.4.1 / Page 98	Annual reconciliations	22.4.4 In case of any additional kilometres beyond the Annual Assured Bus Kilometres, the Operator shall be entitled to receive PK Fee for such additional kilometres at the discounted rate determined by the Authority. It is clarified that such additional PK Fee payable for kilometres beyond the Annual Assured Bus Kilometre will be 70 % of the PK Fee.	No Changes
63		Set-off	In the event any amount is due and payable by the Authority to the Operator, it may set-off any sums payable to it by the Operator and pay the balance remaining forthwith.	No Changes
64	22.5/ Page	Revision of Fee	22.5.1 The Parties agree that the Fee shall be revised every 12 (12) months on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement ("Fee Revision").	No Changes
65	22.5.6/Page-66		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% (four per cent) within a period of 12 (twelve) months from the Fee Revision Date in accordance with provisions of Clause 22.5.1.	No Changes. It is clarified that Clause 22.5.6 is not withstanding the provision of Clause 22.5.1

66	32.1.1(C)	Article 32 Termination	the Operator fails to supply the Prototypes within the period specified in Clause 13.6;	No Changes
67	32.3.1/P-88	Article 32 Termination	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
68	32.3.2/P-88	Article 32 Termination	Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) Debt Due; (b) 100% (one hundred per cent) of the Adjusted Equity; and 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.	Amended as Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to: (a) Debt Due; (b) 100% (one hundred per cent) of the Adjusted Equity; and

69	37.1.1/ Page 127	Liability for defects after Termination	The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of goods and services by the Operator to the Authority or to any person or from any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.	No Changes
70	37.2.2	General indemnity	Without limiting the generality of the provisions of this Article 37, the Operator shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Operator or by the Operator's Contractors in performing the Operator's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Operator shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Maintenance Depots or Buses, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Operator is unable to secure such licence within a reasonable time, the Operator shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they become non-infringing.	No Changes

71	41.2.3/P-139	Redressal of complaints	The Operator shall submit to the Authority, extract of the Complaint Register no later than 7 days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to 0.01 % of the Performance Security for each day of delay to rectify the complaints specified in the Complaint Register, to the satisfaction of the Authority.	No Changes
72	37.2	Indemnity by the Operator	**The Operator shall be responsible for all defects and deficiencies in the Buses and Maintenance Depot for a period of 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost so as to make the Buses conform to the Maintenance Obligations. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.**	No Changes
73	129	Annexure-I	The Space will be allocated at CTU premises at Depot No. 3 at Sector-25, Chandigarh at no cost to the Operator.	No Changes
74	SCHEDULE-L.	Effluent Treatment Plant (ETP) .	Authority to share details of Existing ETP .	Prospective bidder may visit the Depot.
75	SCHEDULE-L. (i.37)	Material storage, holding, accounting and disposal facilities	Storage facilities for: new materials, spares, aggregates, tyres, oils and lubricants, scrapped and disposable items as above	Prospective bidder may visit the Depot.

76	Annexure-1 Technical Specifications	Technical Specifications	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 on actual conditions(with Air conditioning, GVW, with Passengers load and city traffic conditions) . 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 infrastructe (including civil works) from transformer to charging station. The space for installation of opportunity chargers along with transformer will be provided by CTU. Further, operator will submit 135 the charging plan along with route operational plan.	The Daily Operating Range as 200 operational KMs per day on actual conditions (with Air Conditioning on, full Passenger load including standee under city traffic conditions) irrespective of charging methodology i.e. Depot/slow charging or opportunity charging. Further, the battery capacity must cater to minimum 120 Operational KMs in a single charge. The successful bidder will be liable to install opportunity chargers along with requisite infrastructure (including civil works) from transformer/LT Panel to charging station in case it opts for opportunity charging. The opportunity chargers may be installed at three locations i.e. ISBT-17, ISBT-43 and PGI. The space for installation of opportunity chargers will be provided by CTU. Opportunity charging time of only 45 minutes will be allowed (one time per day per bus). Further, operator will submit the charging plan so required. Note:- The same stands amended in whole RFP document wherever mentioned.
77	Annexure-II/P-154	No: of seats		No Changes. Please refer to adddendum already issued.
78	Techn. Specs 16.7 (C)/ Page 173	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS-053	No Changes

79	17/ Page 173	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 with storage upto 07 days along with 4 nos. CCTV cameras (one for dashboard, 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 e-tender floated by CCBSS for System Integrator of implementation of ITS and AIS-140.	No Changes
80	14.5(C)/P-171	Requirement of passenger with limited mobility	Location to be specified by applying sticker	Please refer to addendum already issued.
81	14.5(E)/P-171	Stop request-on every pillar	Required	Please refer to addendum already issued.
82	18.2/ Page 174	Driver/Passenger/Wheelchair seat belt anchorage	Required	Please refer to addendum already issued.
83	18.4/ Page 174	First aid box	Required with medicines	Required. Please refer to addendum already issued.
84	18.15/ Page 174	Warning triangle	Required 2 nos at rear side	Please refer to addendum already issued.
85	/ Page 175	Air circulations and ventilation in driver's area	Required	Please refer to addendum already issued.
86	Annexure-II/P-154	Routine Tests	Bus Roll Over Test	Same is mandatorily required as mentioned in addendum already issued.
CLARIFICATIONS/SUGGESTIONS				
87	Clarification		Average speed to be consider during dead kms or average speed of bus on routes.	Clarification asked for not clear.
88	Clarification		Total Opportunity charging window (1st Bus In to last bus Out) available at all 3 opportunity charging stations	Clarification asked for not clear.
89	Clarification		Kindly provide the night charging window at the depot location, first bus inshed to last bus inshed and first bus outshed to last bus outshed.	No clarification needed.
90	Clarification		It is requested to provide the route details, schedule, length and total number of trips to fine tune the planning and costing.	Already mentioned in RFP.

91	Suggestion	**Important Point to be Inserted in Eligibility Criteria**	**The OEMs having supplied atleast 25% in Hand orders in FAME II must only be considered for bidding. This is because some OEMs have drastically delayed the deployment of E buses leading to operational revenue loss to Authority and difficulties in getting DHI subsidy.**	Not acceded to.
92	General Comment		Please clarify that any clarifications issued by the Authority (including by way of responses provided to pre-bid queries) shall be deemed to form part of the RFP. This is a standard provision across all government tenders.	Yes.
93	schedule C/ Page 176	Applicable permits	Approvals/NOC/Go ahead from relevant authorities such as DISCOMS, Municipal corp etc for opportunity chargers, any construction/civil work at depot if required.	Authority will assist in every possible manner.
94			Clarity on Municipal Tax on depot? Operator or CTU?	Authority.
95	Schedule L/Page 194-97	Ownership of depot equipments/facilities	Request authorities to furnish details of **Qty** of each of equipment offered by authorities to Operator.	May please visit at Depot 3.
96	Schedule L	Ownership of depot equipments/facilities	Request authorities to confirm scope of maintenance for the equipments/ facilities offered by authorities to operators as FOC wrt clause definition of Annex I Site of depot.	Yes but if it is due mis-managed by the Successful bidder staff/workmen, Authority will recover for such loss.
97	Clarification		Request authorities to clarify scope towards charges towards water, electricity at depot, charging stations	Please refer to addendum already issued 24.11.21.
98	Clarification		Annex 1 & Annex 2. However Annx 1 & 2 are blank.	Please refer to addendum already issued 24.11.21.
99	Clarification		Kindly clarify with additional information	Please refer to addendum already issued 24.11.21.

-sd-
Director Transport,
Union Territory,
Chandigarh.