

**ADDENDUM - I TO THE RFP DOCUMENT**  
**Development of Personal Rapid Transit (PRT) System in Amritsar on PPP Mode**

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
<b>Concession Agreement</b>					
1.	8	F	<p>Following the issue of the Notice of Award and (i) submission by the Successful Bidder, Deed of Guarantee/s towards the Concessionaire; (ii) provision of the Construction Performance Security of Rs (Rupees ___ Crore only) to the Government; (iii) and provision of the Project Development Fee of Rs ___ Crore (Rupees ___ Crore) to PIDB, within 3 (three) weeks of date of receipt of the Notice of Award to the Concessionaire and agreeing to the said request of the selected single individual bidder/ Consortium or the Proposer (whichever is applicable) and the Concessionaire, as laid down in point no. E, and Confirming Party has accordingly agreed to enter into this Concession Agreement for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter</p>	<p>Following the issue of the Notice of Award and (i) submission by the Successful Bidder, Deed of Guarantee/s towards the Concessionaire; (ii) provision of the Construction Performance Security of Rs ___Crore (Rupees ___Crore only) to the Government; (iii) and provision of the Project Development Fee of Rs Crore (Rupees ___ Crore) to PIDB, to be paid at the time of financial closure, to the Concessionaire and agreeing to the said request of the selected single individual bidder/ Consortium or the Proposer (whichever is applicable) and the Concessionaire, as laid down in point no. E, accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter</p>	<p>No Change.            Shall remain as laid down in the RFP document.</p>
2.	13	Clause 2.1	<p>Scope of the project: Real Estate Development</p>	<p>What Kind of commercial development will be allowed?</p>	<p>The commercial development shall be limited to the passenger amenities only. The Commercial Area for each station is defined in Schedule – A of the draft Concession Agreement (attached as <b>Appendix-I</b> to this Addendum)</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
3.	15	Clause 3.1.2 (e)	Approved Parking Rates	Please let us know the approved Parking Rates at present in the Municipal Corporation	Refer <b>Appendix-II</b> of this Addendum.
4.	17	Clause 4.1.3 (b)	Cost Estimation	Why do we need to submit the cost estimate separately when we are already submitting the financial documents?	No Change. Shall remain same as laid down in the RFP document
5.	21	Clause 5.1.5 (I)	ECS- fee to Galiara	Please let us know the Annual Rent likely to be charged in year 1 i.e. 2014-15	Refer Article 5.1.5 (I) of the draft Concession Agreement (Section II of the RFP document). The existing parking fee has been detailed as <b>Appendix- II</b> of this Addendum.
6.	27	Clause 6.4	Area Distribution Company	Please give us the name of Area Distribution Company	By the term "Area Distribution Company" we shall mean the government entity responsible for power distribution.
7.	32	Clause 9.1.2	Construction Performance Security -10 Crore	We request you to reduce this amount to Rs 5 Crore	No Change. Shall remain same as laid down in the RFP document.
8.	44/22	Article 14/clause4 of Schedule A/Clause 2.1.5 of ITB	A regulatory Authority is being set up by the government of Punjab for Safety Certification.	Who will certify the safety of the system? What kinds of documents are required to be submitted to the Authority for the certification? Please provide us the European safety system specifications. We would like to state that the concessionaire should be a part of the regulatory authority in framing the safety rules since the system has been proposed by the concessionaire	Refer Article 18 (Safety Requirements) of the draft Concession Agreement (Section II of the RFP document). Government of Punjab is in process of framing the regulatory mechanism for safety certification, registration and framing of rules and regulations for the construction, operation and maintenance of the PRT system, hence requisite document as per the provisions need to be made.

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
9.	63	Clause 21.4. (f)	50% (fifty per cent) of all phone calls relating to the PRT system are answered within 30 (thirty) seconds	Are we to maintain a call centre	<p>The Government may consider for involving the Concessionaire while framing the regulatory mechanism or may take the services of an expert.</p> <p>This is not linked to a call centre facility.</p> <p>This is in relation to the queries/inquiries related to the passengers and the Concessionaire shall ensure that the same are answered within 30 seconds. For this, the Concessionaire should have public inquiry systems like telephone, internet, etc.</p>
10.	63	Clause 21.7	Maintain ISO Certificate	Our Understanding is that the special purpose company will achieve an ISO 9001:2000 certificate. Please confirm	<p>If the Successful Bidder is a Joint Venture, then it is compulsory to form a Special Purpose Company (SPC) and hence, the SPC shall be required to achieve ISO 9001:2000 certificate.</p> <p>In case of a single Bidder, formation of SPC is optional and hence, if the single bidder opts to form a SPC for this Project then the ISO certificate shall be taken by SPC. In case such bidder doesn't form an SPC then such successful bidder will achieve an ISO 9001:2000 certificate.</p>
11.	74	Clause 34.6.2	At any time after the Appointed Date, if any Force Majeure Event occurs (a) before COD, the Concession Period	At any time after the Appointed Date, if any Force Majeure Event occurs: (a) before COD, the Concession Period and	<p>No Change.</p> <p>Shall remain same as laid down</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
			<p>and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or</p> <p>(b) after COD, whereupon the Concessionaire is unable to collect Fare despite making best efforts or it is directed by the Government to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fare on account thereof.</p>	<p>the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or</p> <p>(b) after COD, whereupon the Concessionaire is unable to collect Fare despite making best efforts or it is directed by the Government to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fare on account thereof:</p> <p><i>provided that in the event of partial collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Authority shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.</i></p>	<p>in the RFP document.</p>
12.	75	Clause 34.7.2	<p>34.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:</p> <p>(a) upon occurrence of a Non-Political Event or Indirect Political Event, the Parties shall bear their respective Force</p>	<p>34.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:</p> <p>(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and</p>	<p>No Change.</p> <p>Shall remain same as laid down in the RFP document.</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
			<p>Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;</p> <p>(b) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Government to the Concessionaire.</p>	<p><i>neither Party shall be required to pay to the other Party any costs thereof;</i></p> <p><i>(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and</i></p> <p><i>(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political event shall be reimbursed by the Government to the Concessionaire.</i></p>	
13.	75	Clause 34.9	<p><b>Termination Payment for Force Majeure Event</b></p> <p>34.9.1 If Termination is on account of a Non- Political Event or Indirect Political Event, the Government shall not be liable to make any Termination Payment to the Concessionaire.</p> <p>34.9.2 If Termination is on account of a Political Event, the Government shall make a Termination Payment to the Concessionaire in an amount equal to 90% less Insurance Cover.</p>	<p>Termination Payment for Force Majeure Event</p> <p>34.9.1 If Termination is on account of a Non- Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.</p> <p>34.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in amount equal to:</p> <p>(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the</p>	<p>No Change. Shall remain same as laid down in the RFP document.</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
14.	84	Clause 37.3.1	<p>Termination Payment due to Concessionaire Default</p> <p>37.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Government shall forfeit the Performance Security and no amount shall be paid to the Concessionaire or the Senior Lender (as the case may be) by way of Termination Payment.</p>	<p>computation of Debt Due; and (b) 110% (one hundred and ten per cent) of the Adjusted Equity</p> <p>34.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were an Authority Default</p> <p>37.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover provided that if any Insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD.</p>	<p>No Change.</p> <p>Shall remain same as laid down in the RFP document.</p>
15.	85	Clause 37.4.1	<p>37.4.1 Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment For the avoidance</p>	<p>This clause should be deleted and the currency to be used is INR only</p>	<p>No Change.</p> <p>Shall remain same as laid down in the RFP document.</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
			of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Government, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Government, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost.		
16.	21	5.1.5.(1)	"The Concessionaire shall be required to pay an annual rent, throughout the Concession Period"	Please specify the rates to be used for calculating the rent to be paid, please also provide a sample calculation for the same	Please refer the parking rates given in <b>Appendix-II</b> of this Addendum and shall be applicable as amended from time to time.
17.	25	5 9	The Concessionaire shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the PRT System and its impact on the users and the neighborhood.	Please indicate applicable laws or values of noise levels for reference	The Bidder shall adhere to relevant guidelines of Punjab Pollution Control Board (PPCB) and any other relevant codes/standards and as approved by Independent Engineer and Safety Consultant.
18.	21	5.1.5.(1)	"The Concessionaire shall be required to pay an annual rent, throughout the Concession Period"	Please specify the rates to be used for calculating the rent to be paid, please also provide a sample calculation for the same	Please refer the parking rates given in <b>Appendix-II</b> of this Addendum and shall be applicable as amended from time to time.
<b>Schedule of Concession Agreement</b>					
19.	5	Annex-1 (3)	Schematic Representation- Technical Proposal	What should be the contents of the technical Proposal since a project report has already been asked?	The contents of the Technical Proposal shall be as per the <b>Appendix-III</b> of this Addendum. Once, the bidder is declared as a Successful Bidder the point no 3

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
20.	10	Annex-1 (Schedule C) Clause 2 (H)	Advance Safety Equipment for safety of Commuters	There will be as marked change in the performance indicators due to the baggage screening/frisking proposed	of Annex -1 (Schedule -A) would be adhered to. This is for the safety of the passengers and the project assets and hence, this Clause shall remain same as laid down in the RFP document.
21.	22	Schedule I Clause 4	Safety Certification	A new law has to be enacted	<i>Government of Punjab is in the process of framing the regulatory mechanism for safety certification, registration and framing of rules and regulations for the construction, operations and maintenance of the PRT System. It is being clarified here that the successful bidder/Concessionaire shall, at all times during the Concession Period, be required to comply with all the provisions as finalized by the GoP with respect to this project. Non-fulfillment of any of the provisions shall be considered as default of the Concessionaire. In addition to this, during the bidding process, no conditions/reservations shall be entertained with respect to the regulatory mechanism, safety framework and the rules and regulations regarding operations and maintenance.</i>
22.				Safety target and process is undetermined, but the supplying parties are responsible to meet these undefined requirements at the risk of default.	
23.	39		Schedule R	Please provide us with the detailed Schedule R	Schedule - R of the draft Concession Agreement will be the Financial Proposal (Format C of Section I of the RFP document) submitted by the

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
					Successful Bidder.
24.	7	Schedule B, Annex-I	The PRT System at Amritsar shall have the capacity of carrying 50,000 passengers per day.	Does it refer to one way passenger trips per day	It means 50000 passenger trips per day.
25.			There is a free bus service between railway station/bus station and golden temple.	This service has to be stopped or the project will become unviable	This is not possible, as this free bus service is being run by SGPC and not by Government of Punjab.
26.		Schedule F1, Clause 2		a. It states that government can demand that the bank pay them any amount up to the entire project cost, "without any need for government to convey to the concessionaire any reasons for invocation of the guarantee or to prove the failure to perform on the part of the concessionaire or to show grounds or reasons for the demand or the sums specified there in.	<b>No Change.</b> <b>Shall remain same as laid down in the RFP document.</b> The amount referred would be limited to the amount mentioned in BG which shall be equal to Construction Performance Security.
27.	70	Section -I, Annexure-4,		Table is not clear. Please furnish a table with legible text.	Refer <b>Appendix-I</b> to this Addendum.
28.	4	Section - III-schedule A,		Table is not clear. Please furnish a table with legible text.	
29.	9	Section-III - schedule C, clause 2 (a),		Conditions like this might be uncertain at this point of time in the absence of reliable traffic surveys.	No change.
30.		Annex 1, Schedule A		We request you to kindly provide the Detailed structural design of existing structures in the route and the soil investigation report for the alignment.	The drawings available with the MC Amritsar have been uploaded on PIDB website.
31.		Article 12, Clause 12.3 (g)	1. "Within 90 days, concessionaire should furnish a complete set of as-built drawings reflecting PRT system as actually designed, engineered and constructed".	Isn't this same as Section-1, Clause 4.6.1 (b) where in we have to submit the Technical proposal with Project report which also contain all designs, Architectural drawings, structural drawings, Utility requirements, system engg. Details etc. And that too in 1.5 months (20 <sup>th</sup> July to 9 <sup>th</sup> September), which	No, the as-built drawings are for project implementation stage. Whereas Section-1, Clause 4.6.1 (b) is for bid evaluation proposes only and same shall be as per the <b>Appendix- III</b> to this Addendum.

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
				is not possible. We need at least two more months to prepare this – 1 month to review travel demand and 1 month to review engineering infrastructure.	
<b>INSTRUCTIONS TO BIDDERS (ITB)</b>					
32.	8	Clause 2.1.5	Regulatory mechanism for safety certification registration	When will it be ready and what are the fees to be paid?	Refer Article 6.1.2(e) of the draft Concession Agreement (Section II of the RFP document).
33.	10	Clause 2.4(iii)	Parking Locations	Where are the parking locations? The concessionaire should be given freedom to decide the rates in accord with the market rates.	The Concessionaire may create parking facility at the PRT stations. The existing parking on ground shall be retained as stilt parking and same shall be managed by concerned Government authority. However, the Concessionaire shall have the option to provide additional floors for parking with suitable access, within the permissible Built-up area as detailed in the <b>Appendix-I</b> of this Addendum. For such additional parking floors bidder shall be allowed to collect parking charges given in <b>Appendix-II</b> , as amended from time to time.
34.	7	Clause 2.1.3	Station at Bus stand, Amritsar	What is the Commercial Operation Date (COD) and detailed scope of work for M/s Rohan and Rajdeep Infrastructure Pvt Ltd. For Bus terminal development on BOT basis	Refer Article 15 of the draft Concession Agreement (Section II of the RFP document).  M/s Rohasn and Rajdeep Infrastructure Pvt. Ltd. is the concessionaire of the Project – “Development of Bus Terminal at Amritsar under BOT mode”. The main obligation of M/s Rohan and Rajdeep

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
35.	10	Clause 2.5.1	Statutory clearances	The Government/ Confirming Party should arrange for all the approvals from Local/ Competent Authority	Infrastructure Pvt Ltd is to construct, operate and maintain the Bus Terminal, Amritsar. Refer Article 6.1.2 (a) of the draft Concession Agreement (Section II of the RFP document). Shall remain same as laid down in the RFP document.
36.	10	Clause 2.5.2	If during this period any loss of property and/ or life takes place, the loss and account of the same shall be borne entirely by Concessionaire	If during this period any loss of property and/ or life takes place, the loss and account of the same exceeding the insurance cover for the concessionaire shall be borne by Government/ Conforming Party	No Change. Shall remain same as laid down in the RFP document.
37.	11	Clause 3.1.1	Signing of Concession Agreement	The Successful bidder/ Special Purpose Company (SPC) shall enter into a Concession Agreement with the Government/ Conforming Party within 180 days of conveying his acceptance to the NOA or the date mutually agreed between the parties to the agreement	The Successful Bidder/ Special Purpose Company (SPC) shall enter into the Concession Agreement with the Government/ Conforming Party within 60 days of conveying his acceptance to the NOA or the date mutually agreed between the parties to this Agreement.
38.	12	Clause 3.3.4	Formation of Special Purpose Company (SPC)	SPC shall be formed within Six weeks of receipt of NOA	The said time period may be extended by PIDB/GoP at its sole discretion after determining the reasonability for such extension. The PIDB/GoP has full rights to reject any such requests for extension of time, without assigning any reasons.
39.	11	Clause 3.2.3 (a)	Submission of Project Report in the Technical Proposal	As per the Swiss Challenge methodology for Bidding of PPP projects the Detailed Project Report need to be submitted by the Proposer to the Authority and same need to	The Detailed Project Report (as submitted by the Proposer) has been uploaded on the website of PIDB i.e. <a href="http://www.pidb.org">www.pidb.org</a> . The

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
				<p>be circulated to all the perspective Bidders with RFP document by the Authority Hence submission of DPR by the Successful bidder should be at the time of Signing of Concession Agreement</p>	<p>following points shall be considered w.r.t. the station and guide way details in DPR.</p> <p>i. Ghanta Ghar (Golden Temple) station, first floor not to be used. Station can be designed on the roof of the market complex.</p> <p>ii. Cable stayed bridge on Mahan Singh Road shall be considered as Portal framework guide way.</p> <p>The prospective bidders are required to submit the Project Report as laid down in <b>Appendix-III</b> of this Addendum.</p>
40.	20	Clause 4.5.2	Site Visit	Is the site being offered on an "as is where is" basis free from all the	Yes, the site shall be transferred on "as is where is basis".
41.	9	2.3		Please define "Weekdays" and "weekends"*	<p><b>"Weekdays"</b> shall mean the days from Monday to Friday.</p> <p><b>"Weekend"</b> shall mean the days from Saturday and Sunday.</p>
42.	20. 21	4.6.1 (b)8.(a)	Architectural Drawings including Station Plans (all site plans and floor plans), Sections, Roof Plans	<p>What is being asked falls under detailed design and it is not possible for anyone to produce the same in the short time available.</p> <p>We therefore request you to remove the detailed drawing clause, it is very difficult to provide such elaborate information in such a short span of time, especially when collaborating across the countries</p>	Refer <b>Appendix-III</b> of this Addendum.
43.	22	4 9 1	The Evaluation Committee shall scrutinize, verify and check whether the proposal(s), as submitted by the	We would like to know the evaluation criteria since each system will be different and what are the parameters which will be	As per parameters defined in RFP Document and its Addendum.

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
			prospective bidders are comparable or better to the proposal, in terms of the technical specifications architectural designs, etc {as specified in Clause 4.6 1(b)}, of the Proposer	compared in the technical proposal Can you please categorically specify the parameters that may lead to rejection of a bid when compared with that of the proposer	
44.				Please provide the structural details of existing buildings that are to be used for PRT stations	Drawings of existing buildings available with the MC Amritsar have been uploaded on the PIDB website i.e. <a href="http://www.pidb.org">www.pidb.org</a> .
45.				We request you to provide the alignment drawing in Auto Cad	No AutoCAD drawings available. However, DPR submitted by the Proposer uploaded on the PIDB website, <a href="http://www.pidb.org">www.pidb.org</a> .
46.				What are going to be the conforming structural design codes for viaduct, stations and the buildings Whether IS,IRC,IRS or any international code	For viaducts, stations and buildings the relevant Indian Standard/codes shall be applicable.
47.	12	3.34	The aggregate equity share holding of the members/ partners of the JV in the issued and paid up equity share capital of the SPC shall not. at all times, be less than (i) 51% (fifty one per cent) till the 2 <sup>nd</sup> (second) anniversary of the Commercial Operation Date (COD) of the Project and (ii) 26% (twenty six per cent) during the remaining Concession Period	In the JV weather Technical partner need not to be held 26% equity?	No Change. Shall remain same as laid down in the RFP document.
48.	13	3.3.5	In addition to the above obligations, the Lead Member of the JV shall maintain a minimum equity component of at least 26% for the entire Concession Period, in the SPC so formed under this clause	In case of a Consortium, the combined technical capability and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per	No Change. Shall remain same as laid down in the RFP document.

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
49.		Clause 2.1.2		cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (Five per cent) of the Total Project Cost specified in the Concession Agreement. Please modify the clause as mentioned above. We want to know the basis of "1 lakh visitor figure to Amritsar". How much of this 1 lakh will be PRT demand (viz. daily numbers and peak hour numbers)?	There are no official figures / documents and this figure is a general assessment by bidders are required to carry-out their own due diligence and confirm the same.
50.		3.2.3a of ITB	Eligibility Criteria	With reference to the eligibility criterion (Instructions to Bidders – 3.2.3a) in the RFP regarding the requirement to provide safety certification at the time of submission of bids, we request that the bidder be required to submit the certification prior to starting the PRT operation, at the bidder's own risk (and not now at this early stage). That is to say, the bidder may not be allowed to start the operations until the bidder has submitted a valid safety certification. This modification in eligibility criterion will allow the latest technology developers like us to participate in the bidding process for the mutual benefit of general user public and the developer and will assure that Amritsar benefits from the newest technologies, not the oldest ones.	As per provisions laid down in RFP document and its addendum.
<b>GENERAL</b>					
51.				The bidding documents received by us for PRT Project at Amritsar do not include the vertical profile of the alignment. In order to configure the system with respect to the	The Detailed Project Report (DPR), submitted by the Proposer has been uploaded on the website of PIDB i.e.

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
52.				<p>gradients, our technology supplier requires the vertical alignment. We would appreciate if you can issue the vertical alignment at the earliest.</p> <p>We are in receipt of the bid document for the subject project and have reviewed the same. We request you to kindly extend the Pre Bid date by 30 days i.e. from Aug 8, 2011 to Sep 8, 2011 as there is 3 (three) week holiday in Europe in the month of August, which would disable our foreign Partners to participate in the project assessment and Pre Bid meet.</p>	<p><a href="http://www.pidb.org">www.pidb.org</a>.</p> <p>The last date for submission of Proposals has been extended till <b>20<sup>th</sup> September 2011</b>.</p>
53.				<p>Considering the scope of prebid analysis and feasibility studies we request you to kindly extend the bid submission date by two months, i.e. from 9<sup>th</sup> September 2011 to 9<sup>th</sup> November 2011.</p>	
54.				<p>Can we get the copy of transport forecast that has already been done? Can we get the copy of due diligence? Who has done it?</p>	<p>All the prospective bidders are required to carry-out the due diligence on their own.</p>
55.				<p>What is the estimated projected cost with details of Capex cost and Opex cost?</p>	<p>DPR of original proposer, which contains relevant cost estimates. Uploaded on the PIDB website.</p>
56.				<p>What is the per km cost of the infrastructure?</p>	<p>DPR of original proposer, which contains relevant cost estimates. Uploaded on the PIDB website.</p>
57.				<p>In how many years the vehicles will have to be replaced?</p>	<p>Refer Article 17.1.1 (g) of the draft Concession Agreement (Section II of the RFP document).</p>
58.				<p>Can the size of vehicles be customized to cater to large groups?</p>	<p>Yes, however the system should adhere to the PRT features mentioned in the RFP document and its addendum.</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
59.				What is the cost of cable stayed bridge? Why is it required? Can't tunnelling be an option?	The cable stayed bridge stretch at Mahan Singh road shall be considered as Portal Framework guide way as revised by the original Proposer. However, bidder/s can propose their own guide way proposal as well and the cost will depend upon bidder's own proposal.
60.				Are plans of existing utility services available? If yes, with which agency? Will those plans be made available?	No.
61.				We also require the following details : a. Topo map b. Land ownership records of the alignment and affected area. c. Land use map of alignment abutting areas.	<ul style="list-style-type: none"> <li>a. The DPR including site plans/drawings uploaded on PIDB website.</li> <li>b. All station land/buildings are under ownership of Government.</li> <li>c. Primarily Commercial and residential. However bidder/s shall carry out due diligence at their own.</li> </ul>
62.				We require land ownership details of plots/building on which stations are planned/integrated/retrofitted?	
63.				What are the sizes of stations planned?	Refer <b>Appendix-I</b> to this Addendum.
64.				What is the station evacuation plan?	DPR submitted by the Proposer uploaded on the PIDB website, <a href="http://www.pidb.org">www.pidb.org</a>
65.				Where will the electricity substations be proposed?	Bidder can propose electric substation at any station but same shall be equipped with 100% backup facility.
66.				Who will give permission to relocate utility services such as sewer lines?	Refer Article 11 of the draft Concession Agreement (section

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
67.				Who will manage the security? Punjab police or private agencies will have to be employed?	II of the RFP document). Internal security of the PRT System shall be the responsibility of the Concessionaire. However, for external security and other Law & order issues, State Security Agencies will assist/ come into force.
68.				What will be the minimum down time to stop services.	The uptime for PRT system shall be as per the Article 17.1.1 (m) of the draft Concession Agreement (Section II of the RFP document).
69.				Transfer of the assets to the government even at premature termination for whatever reason without (i) compensation for the effort. It is not defined what reasons for termination there are and if the supplying party is not at fault, it should not be liable to transfer all assets of the application without payment. All work completed and/or performed and all outstanding invoices should be paid.	Only bidders/ JV members participating in the bidding process are obliged to the Concessing Authority. Sub contractors and supplying parties shall not be concerned with the Concessing Authority and Concessionaire will be liable towards such sub-contractors /supplying parties.
70.				Each party should protect the other against loss of life of its employees. Supplying parties should not automatically be liable for claims by third parties - only responsible when you are at fault.	
71.				There are a number of clauses that expose supplying parties to considerable risk. We are very concerned about the (amount and severity) of the liabilities, performance bonds and other obligations as indicated in the contract. Please comment.	

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
72.				Disputes should be settled by impartial arbitration.	As per provisions laid down in RFP document and its addendum.
73.				The safety certificate of another application can only be available to share if permission is provided for sharing of such information by the issuing authority;	As per provisions laid down in RFP document and its addendum.
74.				Legalization of the extensive list of documents is very difficult. This is just a lot of work, delay in the process and a substantial amount of additional costs. This should be restricted to key documents only, with the documents as a whole being legalized instead of every single page.	Refer Clause 3.6 (Instructions to Bidders) of Section I to the RFP document.
75.				When the government delays there is a penalty of 0.1% per day. If this delay is by the supplying parties, the penalty is 0.2% per day. Why is there a difference? Is one worse than the other? Ethically, equal penalties should apply to the parties.	No Change. Shall remain same as laid down in the RFP document.
76.				Within a PPP construction for the project, why - similar to a lump sum contract - is there a requirement for audits by the government?	As per provisions laid down in RFP document and its addendum.
77.				The government expects a detailed response in the tender phase already. There is a significant engineering effort that will be required to provide the response.	The details to be provided by the prospective bidders shall be as per the provision of the RFP and this Addendum.
78.				We request you to kindly provide us the Detailed Project Report (DPR) for the project for our reference.	DPR submitted by the Proposer uploaded on the PIDB website, www.pidb.org
79.				What is the viability gap funding to be provided by the Authority?	There is no provision of VGF for this Project.
80.				The bid criteria should be Premium/Grant	No change As per provisions laid down in RFP document and its addendum.

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
81.				We understand that the bidder is allowed to provide a different technology and system which is proven keeping in mind the various parameters. Please confirm	Yes. The bidder can propose its system/technology but same should adhere to the PRT features mentioned in RFP document and its <b>Addendum</b> .
82.				The system/technology should have a proven 2 year running experience with a reliability of 95% performance supported by a client satisfactory letter.	No Change. As per provisions laid down in RFP document and its addendum.
83.				In order to configure the system with respect to the gradients, our technology supplier requires the vertical alignment.	DPR submitted by the Proposer uploaded on the PIDB website, <a href="http://www.pidb.org">www.pidb.org</a> .
84.				General description of the required transport solution <ul style="list-style-type: none"> <li>• What is being connected?</li> <li>• What is the total length of the system [m/ft]?</li> <li>• Does drawing, photo or video material of the project exist?</li> </ul> Station options <ul style="list-style-type: none"> <li>• What is the length between the stations?</li> <li>• What is the total number of stations?</li> </ul> Alignment options <ul style="list-style-type: none"> <li>• What is the minimum horizontal radius [m/ft]?</li> <li>• What is the maximum vertical deflection (max. inclination) [°/°]?</li> <li>• Is there a road crossing (special requirements for tower spans)?</li> </ul> Guideway options <ul style="list-style-type: none"> <li>• Are there any special requirements on the guideway (concrete or steel preferred)?</li> <li>• Elevated or tunneled?</li> <li>• What is the height above the ground?</li> </ul>	However, bidder/s can propose his system/technology but same should adhere to the PRT features mentioned in RFP document and its <b>Addendum</b> .
85.					
86.					
87.					

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
88.				<p>Capacity options</p> <ul style="list-style-type: none"> <li>• What is the required capacity (people per hour per direction) [pphpd]?</li> <li>• Are there any requirements on the design capacity per passenger [passenger/m<sup>2</sup>]?</li> <li>• Are there any requirements on headway, trip time or travel time?</li> <li>• Train options</li> </ul> <p>Are there any requirements in regard to trains or vehicles?</p> <p>Other options</p> <ul style="list-style-type: none"> <li>• How will the project be funded (customer)?</li> <li>• What is the time frame for the project?</li> <li>• Are there any consultants involved?</li> </ul>	
89.					
90.					
91.				<p>The guideway elements have been shown as standardised spans, but in fact many spans might have to be customized to one degree or another, with either unique merge/diverge geometry, Horizontal /vertical curvature, slopes, cantilevered supports etc. Such instances have not been shown which will have an impact on costing.</p>	<p>The spans, slopes and geometric details will depend on the technological option of respective bidders.</p>
92.				<p>A number of key details are missing, including column locations, span lengths, in-ground utility locations, footing designs, span designs for the 100m cable-stay section at Mahansingh road, the design of the trusses going from Galiara to the Golden Temple, and structural reinforcement plans for the Ghantaghar and Trikona markets. Kindly provide this.</p>	<p>DPR submitted by the Proposer uploaded on the PIDB website, <a href="http://www.pidb.org">www.pidb.org</a>.</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
93.			<p>“This is further to our discussion at the Pre Bid Meeting held in Chandigarh on 8th August 2011, and in continuance to our subsequent email exchanges. While some of these particular issues were raised during the Pre Bid Meeting, we strongly feel that the same need to be further elaborated upon and draw your attention to the following submissions;</p> <p>The requirement for the public transport system stems from the growing traffic congestion in Amritsar due to ever growing number of pilgrims across faiths coming to the Golden Temple Complex, congestion on the narrow roads and lanes leading up to the Temple Complex, the lack of adequate parking facilities at the Temple Complex and various other limitations.</p> <p>In order to meet the stated requirement for public transportation in a convenient, time saving and environment friendly manner a solution is needed to decongest the routes from the Railway Station and Bus Terminus to the Temple Complex.</p> <p>It is our submission that to feasibly provide a solution to this effect one must consider not only the transit time from origin to destination, but also effectively reduce and manage the waiting time and peak demand cycles of the transport system proposed, failing which the entire purpose of this project could stand defeated.</p> <p>The proposed solution must be designed bearing in mind various peak load scenarios such as effective decongestion of the Railway Station in the shortest time span upon the arrival of incoming trains and likewise to feed traffic in tandem with outgoing train schedules, another case in point could be the congestion at the Bus Terminus on specific days of holy/commemorative importance vis. a vis. the Temple Complex. These peak load factors have not been given their due weightage in the design of the proposed solution and need to be examined in detail and factored in.</p> <p>Further, as in all public transport systems worldwide safety and the proven track record of the technology used are vital considerations, therefore any offered solutions cannot be in its nascent/evolving stages and must be robust and consider the specific profile of its intended users – for e.g. in all fairness the profile of users at Heathrow Terminal 5 and Amritsar ISBT in contrast are on opposite ends of the spectrum.</p> <p>We are constrained to state that neither the intended user’s profile nor the Provenness of the solution been given its due weightage by the proposer in its imposed solution.</p> <p>Further, the scalability of the solution is also critical to the long-term efficacy of the project as traffic will continue to grow over the proposed 35-year concession period and with the expected popularity of the system ridership is bound to grow exponentially.</p> <p>The imposed system offered by the proposer is a single instance system at Heathrow Terminal 5 on pilot basis, the system is not in commercial use yet and only limited trial runs have been carried out. Also worth specific mention is the fact that the said system is only from origin to destination (simply point A to B) and does not cater to various points along the route.</p>		<p><b>No Change.</b> As per provisions laid down in RFP document and its addendum.</p>

Sr. No.	Page No	Clause. No.	Description in RFP Document	Modification Suggested by Bidder	Clarification
			<p>Furthermore, since the ownership of the system also vests with the proposer, if at a later date the efficacy of the system declines they have all the reasons to replace the so called PRT with another transport system since at Heathrow there are minimal space constraints as compared to Amritsar and given that Heathrow is one of the most successful air terminals globally resources are not a constraint either.</p> <p>In comparison, Amritsar has highly restrictive space constraints, the area around the Temple Complex is a heritage zone and redesigning for greater space will be extremely challenging both in terms of right of way and also entails civic/heritage impacts in the event of a subsequent move to redesign and redeploy. These factors must be considered and accounted for today.</p> <p>The proposed concession locks in one concessioner, one technology, one system for 35 years – hence the selection must be made keeping the evolving and dynamic nature of the requirement, and instead of being technology fixated one must be solution oriented in order to identify and install the best fit.</p> <p>Further, in reference to clause 3.2.3(a) : “ technical capability, the proposed system has not been installed as Public Utility on a long “concession period” of and “State”. – it is our contention that the proposer’s system does not qualify this requirement.</p> <p>Considering that the proposer’s solution is still in its limited trial run stages, the ability of the system to handle the required traffic load as per the RFP and its future scalability are questionable as also is the long term operational viability of a commercially undeployed system. The proposer’s experience in managing passenger volume is also questionable at this stage, given that the Heathrow 5 system is its first installation and is still in test stages only.</p> <p>In summary, we humbly submit that other bidders are being constrained when PIDB themselves are diluting the stated key necessities for the project wherein initially the RFP elaborates on the need for a Rapid Transport System and eventually becomes fixated with a particular technology and preconditions that one evolving/test stage solution as a benchmark for other potentially better suited solutions.</p> <p>It is our considered &amp; earnest contention that the proposer’s solution is inherently flawed on various counts and assumes the city and its users will fit the solution, whereas it is the solution that must fit the city and users. This solution should not be imposed on the requirement and a potentially better-suited offer must be considered on an even keel in the interest of fair play.</p> <p>We implore you to reconsider on the merits of our submission and request that factors like, Ability to Effectively Decongest, Manage Peak Loads, Scalability, Safety/Provenness &amp; Operational Track Record, Minimal Environmental &amp; Civic Impact and the Operational Experience in Managing Public Transport must be considered to identify a solution that is robust, user friendly, green and future proof.</p> <p>We request that the above submission be given due consideration and remain confident that the RFP would be suitably amended in the interest of Amritsar and the long term &amp; assured success of the project itself.”</p>		

**APPENDIX - I**

Sl. NO.	Station Name	Plot Location	Total Plot Area (Sq.M)	Ground Foot Point (A)	No. of Floors	Technical Area + ... Area (8)	Commercial Area*	POD Movements area including POD parking (C)	Total BUA To be constructed (in sq. m0 (A+B+C)	Range of height utilized (in m)	Purpose
1	<b>Golden Temple</b>	Ghantaghar Market Roof	Existing Roof	80.00	3.00	1,452	21.00	2472.00	4004	15	Station
2	<b>Galiara</b>	3 <sup>rd</sup> Floor	NA	100.00	1.00	3871.00	21.00	1295.00	5256.00	From Ground to 4 <sup>th</sup> Floor	<b>Station Maintenance Yard</b>
3	<b>Hall Bazar</b>	Kairon Maket	2264	456.00	3.00	787.00	21.00	709.00	1952.00	Ground to 12 M	Station
4	<b>Trikona Parking</b>		(*) 5.486 (existing plaza)	206.00	2.00	244.00	21.00	812.00	1262	Ground to 12M	Station
5	<b>Railway Station</b>	Golbagh Side 4 wheeler parking	2157	436.45	3.00	1,17.50	21.00	1168.50	2,722.45	Ground to 12M	<b>Station Control Room</b>
6	<b>Jagat Jyoti School</b>	Parking	263	92.25	4.00	522.75	-	112.40	727.40	Ground to 12m	Station
7	<b>Bus Stand</b>		1003	229.00	3.00	876.00	21.00	1,150.00	2,255.0	Ground to 12m	Station
	<b>Total</b>		<b>6287</b>	<b>1,599.70</b>		<b>8870.25</b>	<b>126.00</b>	<b>7718.00</b>	<b>18,188.85</b>		

## APPENDIX - II

### Existing Parking Charges

Vehicle Type	Rate Upto 6 (six) hours (in Rupees)
Two Wheelers	2
Auto/ Three Wheelers	5
Four Wheelers/ Small Cars	10

\*As amended from time to time by the concerned authority.

## APPENDIX – III

### Project Report of PRT

**The Clause 4.6.1(b), para two, of Section I (Instructions to Bidders) - Technical Proposal of RFP document should be read as follows:**

- ✓ Project Report of the said Project i.e. the Personal Rapid Transit (PRT) System at Amritsar under PPP format. The Project Report must contain the below mentioned details:
  1. Technical Specifications of the PRT System;
  2. Utility Requirements
  3. Proposed signaling and tele-communication systems;
  4. System engineering analysis;
  5. Control system details;
  6. Safety parameters; and
  7. Drawings
    - a) Preliminary Drawings including Conceptual Station Plans
    - b) General Arrangement Drawings of Structural Systems, Guideways, etc.