

ADDENDUM

Dated: 1st December, 2011

Sub: Addendum No.1 to the Request for Proposal for Modernization, Operation & Management of Parking at AIIMS under Public Private Partnership (PPP) dated 1st December, 2011 (“Request for Proposal”).

In terms of Clause 14 of the Request for Proposal, please find enclosed the Addendum No. 1 issued today, which shall form part of the Request for Proposal document. You are requested to kindly take note of the various amendments made to the Request for Proposal, as per this Addendum No. 1. The Addendum No.1 shall be read in conjunction with the Request for Proposal document.

Except to the extent modified by this Addendum No. 1, the original terms of the Request for Proposal shall remain unchanged and binding on all the interested parties. Capitalized terms used hereunder, but not defined shall have the meaning ascribed to them in the Request for Proposal document. The Bidders shall submit a copy of the Addendum to the RFP Document (along with the Technical Proposal) duly signed/initialed and stamped each page of it to convey its acceptance of the terms contained therein.

Enclosed: Addendum No.1 to the Request for Proposal for Modernization, Operation & Management of Parking at AIIMS under Public Private Partnership (PPP) dated **1st December, 2011**

ADDENDUM NO.1

Addendum No.1 sets out the respective amendments to the Request for Proposal ('RFP') for **Modernization, Operation & Management of Parking at AIIMS under Public Private Partnership (PPP)**. The interested parties are advised to take note of the following amendments while submitting their Bids.

		Reference to Request for Proposal		Revised Clause
Volume	Page	Clause	Existing Clause	
Volume 1 (Instructions to Bidders)	6	Clause 4.2.2 B Para 3	In computing the Financial and Technical Capability of the Bidder/Consortium member, the Financial and Technical Capability of their respective Associates shall also be considered.	In computing the Financial and Technical Capability of the Bidder/Consortium member, the Financial and Technical Capability of their respective Associates shall also be considered. Provided however, in the event a Bidder gets selected on the strength of the Financial and /or Technical Capability of its Associate, it shall ensure that the said Associate remains an Associate of the Bidder throughout the License Period (as defined under the License Agreement)
Volume 1 (Instructions to Bidders)	10	Clause 6	<p>6. Change in composition of the Consortium</p> <p>6.1 In the event the Selected Bidder is a Consortium, the Selected Bidder shall incorporate a special purpose vehicle (SPV) as a limited liability company under the Companies Act, 1956 to execute the License Agreement and implement the Project. The SPV incorporated by the Consortium shall be the Licensee. The License Agreement shall be executed between the Licensee and the Licensing Authority, while the Selected Bidder shall be the confirming party to the License Agreement.</p> <p>6.2 The aggregate equity share holding of the Selected</p>	<p>6. " Consortium and Equity Shareholding in the SPV</p> <p>6.1 In the event the Selected Bidder is a Consortium, the Selected Bidder shall incorporate a special purpose vehicle (SPV) as a limited liability company under the Companies Act, 1956 to execute the License Agreement and implement the Project. The SPV incorporated by the Consortium shall be the Licensee. The License Agreement shall be executed between the Licensee and the Licensing Authority, while the Selected Bidder shall be the confirming party to the License Agreement.</p> <p>6.2 The aggregate equity share holding of the Selected Bidder (Consortium as a whole) in the paid up and subscribed equity share capital of the Licensee shall not</p>

		<p>Bidder (Consortium as a whole) in the paid up and subscribed equity share capital of the Licensee shall not be less than 100% (hundred per cent) for a period commencing from the date of execution of the License Agreement until the expiry of the Installation Period (as defined in the License Agreement).</p> <p>6.3 The Lead Member shall have an equity share holding of at least 51% (twenty six per cent) of the paid up and subscribed equity share capital of the Licensee for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). Other member of the Consortium shall hold at least 26% of the subscribed and paid up equity share capital for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the License Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach of the License Agreement and dealt with as such hereunder. For the</p>	<p>be less than 100% (hundred per cent) for a period commencing from the date of execution of the License Agreement until the expiry of the Installation Period (as defined in the License Agreement).</p> <p>6.3 The Lead Member shall have an equity share holding of at least 51% (twenty six per cent) of the paid up and subscribed equity share capital of the Licensee for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). Other member of the Consortium shall hold at least 26% of the subscribed and paid up equity share capital for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the License Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach of the License Agreement and dealt with as such hereunder. For the avoidance of doubt, the provisions of this Clause 6.3 shall apply only when the Bidder is a Consortium.</p> <p>6.4 No change in the composition of the Consortium shall be permitted after the Bid Due Date. In the event a change in composition of the Consortium occurs after the Bid Due Date, the Authority shall be entitled to disqualify the Bidder or withdraw the Letter of Award</p>
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			<p>avoidance of doubt, the provisions of this Clause 6.3 shall apply only when the Bidder is a Consortium.</p> <p>6.4 By submitting the Proposal, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in composition of Consortium, the Bidder shall inform the Authority and Authority may, at its sole discretion, disqualify the Bidder or withdraw the Letter of Award (LoA) from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the License Agreement but prior to fulfillment of Licensee Condition Precedent, it would, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach thereof, and the License Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Licensee. In such an event, notwithstanding anything to the contrary contained in the License Agreement, the Authority shall forfeit and appropriate the Proposal Security or Performance Security, as the case may be.</p>	<p>(LoA) from the Selected Bidder, or terminate the License Agreement, as the case may be and forfeit and appropriate the Proposal Security or Performance Security, as the case may be.</p>
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<p>Volume 1 (Instructions to Bidders)</p>	<p>26</p>	<p>Clause 38</p>	<p>38. Success Fee and Project Development Fee</p> <p>38.1 Within fourteen (14) days of issue of LoA to the Selected Bidder by the Authority, the Selected Bidder shall pay to the Authority’s consultant i.e. Urban Mass Transit Company Limited, a non refundable and irrevocable payments of an amount equivalent to Rs 20 Lakhs (Rupees Twenty Lakhs) towards the success fee for the Project (the ‘Success Fee’)</p> <p>38.2 The Success Fee shall be paid by the Selected Bidder to Urban Mass Transit Company Limited in the form of a demand draft drawn on a Nationalized/Scheduled bank for an amount equivalent to Rs 20 Lakhs (Rupees Twenty Lakhs), in favour of “Urban Mass Transit Company Limited”, payable at New Delhi.</p> <p align="center">Project Development Fee</p> <p>38.3 Within fourteen (14) days of issue of LoA to the Selected Bidder by the Authority, the Selected Bidder shall pay to the Authority, a non refundable and irrevocable payments of, an amount equivalent to Rs 12.5 Lakhs (Rupees Twelve Lakhs and Fifty Thousand) towards the Project Development Fee(‘Project Development Fee’)</p>	<p>38. Success Fee and Project Development Fee</p> <p>38.1 Within fourteen (14) days of issue of LoA to the Selected Bidder by the Authority, the Selected Bidder shall pay to the Authority’s consultant i.e. Urban Mass Transit Company Limited, a non refundable and irrevocable payments of an amount equivalent to Rs 20 Lakhs (Rupees Twenty Lakhs) along with applicable service tax, levies and duties, towards the success fee for the Project (the ‘Success Fee’)</p> <p>38.2 The Success Fee shall be paid by the Selected Bidder to the Urban Mass Transit Company Limited along with all applicable taxes, in the form of a demand draft drawn on a Nationalized/Scheduled bank for an amount equivalent to Rs 20 Lakhs (Rupees Twenty), in favour of “Urban Mass Transit Company Limited”, payable at New Delhi.</p> <p>Project Development Fee</p> <p>38.3 Within fourteen (14) days of issue of LoA to the Selected Bidder by the Authority, the Selected Bidder shall pay to the Authority, a non refundable and irrevocable payments of, an amount equivalent to Rs 12.5 Lakhs (Rupees Twelve Lakhs and Fifty Thousand) along with applicable service tax, levies and duties, towards the Project Development Fee(‘Project Development Fee’)</p> <p>38.4 The Project Development Fee shall be paid by the Selected Bidder along with all applicable taxes to the</p>
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			<p>38.4 The Project Development Fee shall be paid by the Selected Bidder to the Authority in the form of a demand draft drawn on a Nationalized/Scheduled bank for an amount equivalent to Rs 12.5 Lakhs (Rupees Twelve Lakhs and Fifty Thousand), in favour of Director, AIIMS, New Delhi, payable at New Delhi.</p>	<p>Authority in the form of a demand draft drawn on a Nationalized/Scheduled bank for an amount equivalent to Rs 12.5 Lakhs (Rupees Twelve Lakhs and Fifty Thousand), in favour of Director, AIIMS, New Delhi, payable at New Delhi.</p>
Volume 1 (Instructions to Bidders)	62	APPENDIX -11: FORMAT FOR DRAFT LETTER OF AWARD , Clause 5 (c)and (d)	<p>5(c) submit a Demand Draft in favour of Urban Mass Transit Company Limited for an amount equivalent to Rs.20 Lakhs (Rupees Twenty Lakhs only), plus applicable taxes, payable at New Delhi towards the non refundable and irrevocable payment of Success Fee; and</p> <p>5(d) submit a Demand Draft in favour of All India Institute of Medical Science,an amount equivalent to Rs.12.5 Lakhs (Rupees Twelve Lakhs and Fifty thousand only), plus applicable taxes, payable at New Delhi towards the non refundable and irrevocable payment of Project Development Fee; and</p>	<p>5(c) submit a Demand Draft in favour of Urban Mass Transit Company Limited for an amount equivalent to Rs.20 Lakhs (Rupees Twenty Lakhs only), plus applicable service tax and levies, payable at New Delhi towards the non refundable and irrevocable payment of Success Fee; and</p> <p>5(d) submit a Demand Draft in favour of All India Institute of Medical Science,an amount equivalent to Rs.12.5 Lakhs (Rupees Twelve Lakhs and Fifty thousand only), plus applicable service tax and levies, payable at New Delhi towards the non refundable and irrevocable payment of Project Development Fee; and</p>
Volume 1 (Instructions to Bidders)				<p>The term “Letter of Intent / (LOI)” will stand substituted and be read as “Invitation for Pilot Demonstration / (IPD)” throughout RFP documents.</p>

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Volume 1 (Instructions to Bidders)				The existing time period of “ 7 (seven) days ” for pilot demonstration will stand substituted and be read as “ 30 (thirty) days ” throughout the RFP documents.
Volume 1 (Instructions to Bidders)	4	Clause 3	Proposal Due Date: 05.12.2011 at 1600 Hours Indian Standard Time (IST) Proposal Opening Date: 05.12.2011 at 1630 Hours Indian Standard Time (IST)	Proposal Due Date: 22.12.2011 at 1600 Hours Indian Standard Time (IST) Proposal Opening Date: 22.12.2011 at 1630 Hours Indian Standard Time (IST)
Volume 1 (Instructions to Bidders)	23	Clause 34.3	Reserve Price: The reserve price for the Annual License Fee has been determined to be Rs 50,00,000/- (Rupees Fifty Lakhs only) (the “Reserve Fee”). The Bidders are required to quote an amount of Annual License Fee over and above the Reserve Fee, payable annually to the Authority in accordance with the provisions of the License Agreement. Bidders quoting an amount of Annual License Fee less than the Reserve fee will be summarily rejected.	Reserve Price: The reserve price for the Annual License Fee has been determined to be Rs 47,00,000/- (Rupees Forty Seven Lakhs only) (the “Reserve Fee”). The Bidders are required to quote an amount of Annual License Fee not less than the Reserve Fee, payable annually to the Authority in accordance with the provisions of the License Agreement. Bidders quoting an amount of Annual License Fee less than the Reserve fee will be summarily rejected.
Volume 1 (Instructions to Bidders)	24	Clause 34.7	The Authority shall declare the Bidder quoting the Highest Annual License Fee as the highest bidder for award of the Letter of Intent.	The Authority shall declare the Bidder quoting the Highest Annual License Fee as the highest bidder.
Volume 1 (Instructions to Bidders)	58	Appendix 10, Clause 2	We are pleased to inform you that, pursuant to the evaluation of the Proposals, the (the ‘ Consortium/Single Applicant ’), with as the Lead Member of the Consortium, has been	We are pleased to inform you that, pursuant to the evaluation of the Proposals, the (the ‘ Consortium/Single Applicant ’), with as the Lead Member of the Consortium, has been identified

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			<p>identified as the Highest Bidder in terms of the RFP. Accordingly you are requested to make a pilot demonstration of sample equipments, on ____ 2011_ on or before ____, at your cost and expense and in accordance with the output parameters and technical specifications laid down in Schedule I of the draft License Agreement. The Pilot Demonstration will be carried out, at Gate No _____of the of the AIIMS premises.</p>	<p>as the Highest Bidder in terms of the RFP. Accordingly you are requested, within 30 days from the date hereof, to make a pilot demonstration of sample equipments at your cost and expense and in accordance with the output parameters and technical specifications laid down in Schedule I of the draft License Agreement. The Pilot Demonstration will be carried out, at Gate No _____of the of the AIIMS premises.</p>
Volume 1 (Instructions to Bidders)	59	Appendix 10, Clause 7	<p>It may kindly be noted that in the event you fail to perform the Pilot Demonstration at the date and time prescribed above, we shall in addition to all other rights and remedies that may be available to us under the provisions of the RFP and the Applicable Laws, shall be at absolute liberty and freedom to disqualify you and treat your Proposal as rejected and this Letter of Intent shall forthwith stand automatically withdrawn and cancelled and deal with the referred Project as we may deem fit in our sole and absolute discretion. be entitled to forfeit the Bid Security of the Highest Bidder and invite the next highest bidder or annul the bidding process, as the case may be.</p>	<p>It may kindly be noted that in the event you fail to perform the Pilot Demonstration within 30 days from the date of issue of this IPD, we shall in addition to all other rights and remedies that may be available to us under the provisions of the RFP and the Applicable Laws, shall be at absolute liberty and freedom to disqualify you and treat your Proposal as rejected and this IPD shall forthwith stand automatically withdrawn and cancelled and deal with the referred Project as we may deem fit in our sole and absolute discretion. be entitled to forfeit the Bid Security of the Highest Bidder and invite the next highest bidder or annul the bidding process, as the case may be.</p>
Volume II (Draft License Agreement)	7	Recitals F	<p>F In compliance with the terms of the LOA and as a pre-requisite to the execution of this License Agreement, the Selected Bidder has, for & behalf of the Licensee,</p> <p>i. furnished an irrevocable, unconditional, bank guarantee issued by _____, _____, for an amount equal to Rs Rs. 10 lakh (Rupees Ten Lakh only), having a validity</p>	<p>F. In compliance with the terms of the LOA and as a pre-requisite to the execution of this License Agreement, the Selected Bidder has, for & behalf of the Licensee,</p> <p>i. furnished an irrevocable, unconditional, bank guarantee issued by _____, _____, for an amount equal to Rs. 10 lakh (Rupees Ten Lakh only), having a validity from date of issuance upto five and a half years as a</p>

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			<p>from date of issuance upto five and a half years as a guarantee for the performance by the Licensee of its obligations in relation to the Project; and</p> <p>ii. submitted a non refundable and irrevocable Success fee of Rs 20 lakhs (Rupees Twenty Lakhs) in favour of “Urban Mass Transit Company” in the form of a demand draft within 15 days (Fifteen Days) of date of receipt of the Letter of Award to the Authority</p> <p>iii. submitted a non refundable and irrevocable project development fee of Rs. 12.5 lakh (Rupees Twelve Lakh Fifty Thousand only) in the form of a demand draft in favor of Director, All India Institute of Medical Science within 14 days of the date of issue of Letter of Award.</p>	<p>guarantee for the performance by the Licensee of its obligations in relation to the Project; and</p> <p>ii. submitted a non refundable and irrevocable Success fee of Rs 20 lakhs (Rupees Twenty Lakhs) along with applicable service tax and levies, in favour of “Urban Mass Transit Company” in the form of a demand draft within 15 days (Fifteen Days) of date of receipt of the Letter of Award to the Authority</p> <p>iii. submitted a non refundable and irrevocable project development fee of Rs. 12.5 lakh (Rupees Twelve Lakh Fifty Thousand only) along with applicable service tax and levies, in the form of a demand draft in favor of Director, All India Institute of Medical Science within 14 days of the date of issue of Letter of Award.</p>
Volume II (Draft License Agreement)	8	Definition: Clause1.1 (v)	New Clause Insertion	<p>“Associate” means, in relation to either Party [and/or Consortium Members], a person who controls, is controlled by, or is under the common control with such Party [or Consortium Member] (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise)</p>
Volume II (Draft License Agreement)	9	Definition Clause1.1 (xiv)	New Clause Insertion	<p>“Equivalent Car Space” or ECS” means Equivalent Car Space. The standard ECS for a car is 1 and for a two wheeler is 0.25.</p>

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Volume II (Draft License Agreement)	31	Clause 7.12 iv	New Clause Insertion	The Licensee / Selected Bidder shall further ensure, that in the event it has been selected for the Project on the strength of the technical and or financial capabilities of any of its/ consortium member's Associates, the said Associate shall remain an Associate of the Selected Bidder/ member of the consortium, throughout the License Period
Volume II (Draft License Agreement)	17	Clause 4.2 (iv)	Provided space for setting up of Central Control Room having a minimum area of 100 sq ft.	Provided space for setting up of Central Control Room having a minimum area of 400 square feet.
Volume II (Draft License Agreement)	62	Clause 14 (Schedule I: Performance Standards - Output Parameters And Technical Specifications	Central Control room (CCR): Space for Central control room shall be provided by the authority for the project purpose for a period co-terminus with License Agreement or early termination; whatever the case may be. All requisite infrastructures in CCR for successful execution of the project will be the responsibility of the Licensee at its own cost.	Central Control room (CCR): Space for Central control room shall be provided by the authority near the existing tow away zone for the project purpose for a period co-terminus with License Agreement or early termination; whatever the case may be. All requisite infrastructures in CCR for successful execution of the project will be the responsibility of the Licensee at its own cost.
Volume II (Draft License Agreement)	17	Clause 4.3 (ii)	Paid the Annual License Fee for the first year in advance.	Paid the first installment equivalent to 25% (twenty five percent) of the total Annual License Fee payable in the first year, along with a bank guarantee for the remaining amount (75%) of the Annual License Fee payable in quarterly installments in the first year of License.

Volume II (Draft License Agreement)	18	Clause 4A (i)	<p>i) On and from the Compliance Date, the Licensee shall, subject to procurement of all Applicable Permits, be eligible to commence equipment installation on the Project Site wherein the Licensee shall be required to:</p> <p>a. Install all the Equipments at the Parking Areas and exit/entry gates as per the Output Parameters and Technical Specifications laid out in Schedule I.</p> <p>b. Equip and make the Parking areas and the exit/entry gates ready for operations in all respect as per the Good Industry Practice, the Applicable Laws, terms of the Applicable Permits and as per the provisions of this License Agreement.</p> <p>c. Lay out the Optical Fiber Cable network along the campus for seamless connectivity across all entry /exit points as detailed out in Schedule I. (a., b., c. are hereinafter collectively referred to as “Minimum Development Obligations(MDOs)”)</p>	<p>i) On and from the Compliance Date, the Licensee shall, subject to procurement of all Applicable Permits, be eligible to commence at its own cost and expense, equipment installation on the Project Site wherein the Licensee shall be required to:</p> <p>a. Install all the Equipments at the Parking Areas and exit/entry gates as per the Output Parameters and Technical Specifications laid out in Schedule I.</p> <p>b. Equip and make the Parking areas and the exit/entry gates ready for operations in all respect as per the Good Industry Practice, the Applicable Laws, terms of the Applicable Permits and as per the provisions of this License Agreement.</p> <p>c. Procure and lay out the Optical Fiber Cable (OFC) network along the campus for seamless connectivity across all entry /exit points as detailed out in Schedule I. (a., b., c. are hereinafter collectively referred to as “Minimum Development Obligations(MDOs)”)</p>
Volume II (Draft License Agreement)	19	Clause 5.1	<p>5.1 Annual License Fee</p> <p>i) In consideration of the rights, privileges and interests granted by the Authority to the Licensee in terms of this Agreement, the Licensee shall pay to the Authority an annual license fee with effect from the Compliance Date, every year, throughout the License Period (“Annual License Fee”)</p> <p>ii) The Annual License Fee payable to the Authority in the first year of the License Period shall be the amount of Rs _____, as quoted by the Selected Bidder/ Licensee in its Financial Proposal, dated _____. Thereafter, the Annual License Fee shall be</p>	<p>5.1 Annual License Fee</p> <p>i) In consideration of the rights, privileges and interests granted by the Authority to the Licensee in terms of this Agreement, the Licensee shall pay to the Authority an annual license fee with effect from the Compliance Date, every year, throughout the License Period (“Annual License Fee”)</p> <p>ii) The Annual License Fee payable to the Authority in the first year of the License Period shall be the amount of Rs _____, as quoted by the Selected Bidder/ Licensee in its Financial Proposal, dated _____. Thereafter, the Annual License Fee shall be determined by increasing the Annual</p>

			<p>determined by increasing the Annual License Fee for the previous Year by 5% (five per cent) thereof.</p> <p>iii) The Annual License Fee shall be payable by the Licensee to the Authority in advance on an annual basis, through a Bank Draft drawn in favor of Director, All India Institute of Medical Science, at any scheduled bank & payable at New Delhi. The first Annual License Fee shall be paid by the Licensee on or before the Compliance Date. The Licensee shall deposit the Annual License Fee (during the remaining License Period) 7 (seven) days prior to the same date every year. <i>For Illustration, if the Compliance Date is 15th April, the Licensee shall have to deposit the Annual License Fee on or before 8th of April every year during the License Period.</i></p> <p>iv) In the case of delay of up to one week from the due date for payment of Annual License Fee, Licensee shall be required to pay to the Authority, interest at the rate of SBI medium term Prime Lending Rate plus 4% per annum for the period from the due date till the date of actual payment. In case of delay beyond such one week period, the same shall be deemed a Licensee Event of Default. In such a situation, the Authority shall be entitled to terminate the License Agreement in accordance with the provisions hereof and forfeit and appropriate the Performance Security.</p>	<p>License Fee for the previous year by 5% (five per cent) thereof. The Annual License Fee for the first year (<i>comprising a period of twelve (12) months immediately following the Compliance Date</i>) of the License Period shall be paid in four equated quarterly installments of 25% each and the first such installment shall be paid by the Licensee on or before the Compliance Date and thereafter within 7 (seven) days of the commencement of each quarter until the Annual License Fee for the first year is paid in full.</p> <p>iii) As a security towards the due payment of the remaining amount of the Annual License Fee for the first year, the Licensee shall, along with the first installment of 25% of the Annual License Fee for the first year, furnish to the Authority an irrevocable and unconditional bank guarantee from a scheduled/ nationalized bank acceptable to the Authority, for an amount equivalent to 75% of the Annual License Fee payable in the first year ("License Fee Security"). In the event the Licensee fails to pay any one or more of the subsequent installments towards the Annual License Fee for the first year, within the prescribed time period, the Authority shall be entitled to appropriate the relevant amounts towards the installment due, from the License Fee Security.</p> <p>iv) The License Fee Security shall be reduced every quarter during the first year of the License Period to correspond to the amount of Annual License Fee remaining due and payable for the subsequent quarters during the first year. The License Fee Security shall be released by the Authority upon payment of the Annual License fee for the first year in full.</p> <p>v) The Annual License Fee for the remaining years during</p>
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Volume II (Draft License Agreement)	22	Clause 6.2 and 6.3	New Clause Insertion	<p>6.2 Obligations in respect of new parking facility</p> <p>In the event at any time during the License Period, a new parking facility (“New Parking Facility”) comes up within the AIIMS Premises in addition to the existing Parking Areas, and the Authority undertakes to bid out the operation and management (O&M) of the said New Parking Facility through a competitive bidding process, the Licensee shall, subject to its participation in such bidding process and its bid being within the range of 10% of the bid of the highest bidder, be entitled to match the bid of the highest bidder in respect of the New Parking Facility. The Authority shall ensure that a suitable covenant in this regard is included in the bidding documents for the said New Parking Facility.</p> <p>6.3Reduction in the Parking Area</p> <p>In the event the Authority decides to permanently close down a particular Parking Area or a part thereof, the Authority shall compensate the Licensee by providing an alternative parking space which has Equivalent Car Space.</p>
Volume II (Draft License Agreement)	25	Clause 7.1 (xxii)	The Licensee may undertake or cause to be undertaken commercial advertising behind the tickets, smart cards and predefined spaces at the parking kiosk. The upper part of the kiosk having size of not more than 2 feet high & 4 feet width each on the all four sides can be used for the purpose of advertisement. No other space or additional structure whatsoever will be allowed to be used for the purpose of advertisement.	The Licensee may undertake or cause to be undertaken commercial advertising behind the tickets, smart cards and predefined spaces at the parking kiosk. The upper part of the kiosk having size of not more than 2 feet high & 4 feet width each on the all four sides can be used for the purpose of advertisement. No other space or additional structure whatsoever will be allowed to be used for the purpose of advertisement. It is hereby clarified that the maximum

			<p>The Licensee shall ensure that the advertising is at all times undertaken in accordance with the provisions of the Applicable laws. The Licensee shall not display or exhibit any advertisement, which are repugnant to the sense of moral decency of the public. It is expressly agreed that the prior approval of Authority will be required for type & matter of advertisement and decision of the Authority on advertising shall be conclusive and binding on the Licensee and shall not be a subject matter of dispute.</p>	<p>height of a kiosk shall not be more than 8 (eight) feet.</p> <p>The Licensee shall ensure that the advertising is at all times undertaken in accordance with the provisions of the Applicable laws. The Licensee shall not display or exhibit any advertisement, which are repugnant to the sense of moral decency of the public. It is expressly agreed that the prior approval of Authority will be required for type & matter of advertisement and decision of the Authority on advertising shall be conclusive and binding on the Licensee and shall not be a subject matter of dispute.</p>
Volume II (Draft License Agreement)	31	Clause 7.12 (iv)	New Clause Insertion	The Licensee / Selected Bidder shall further ensure, that in the event it has been selected for the Project on the strength of the technical and or financial capabilities of any of its/ consortium member's Associates, the said Associate shall remain an Associate of the Selected Bidder/ member of the consortium, throughout the License Period.
Volume II (Draft License Agreement)	62	Clause 15 (Schedule I: Performance Standards - Output Parameters And Technical Specifications	<p>Laying of OFC</p> <p>Within 10 days of signing of License Agreement, Licensee shall submit the requisite details for laying of fiber optics (OFC) for the project purpose. These details should include; but not limited to the required length of OFC, all specifications required for procurement purpose etc. Licensee will provide all assistance to authority while procuring the OFC from the vendors as identified by the authority. Cost of procuring the OFC will be borne by the Authority whereas all costs related to laying, maintenance & replacement of OFC for the entire License Period will be borne by Licensee. It is to</p>	<p>Laying of OFC</p> <p>The Licensee shall at its own cost and expense, be responsible for all the works related to the procurement, laying of the OFC including but not limited to terminal equipment. The Licensee shall also be responsible for maintenance & replacement (if required) of the OFC for the entire License Period. OFC will be laid along the boundary wall by creating a suitable duct/pipe and no excavation would be required.</p>

			be further clarified that the role of Authority in procurement of OFC will be as facilitator only and Licensee shall take sole responsibility for quality of OFC & maintenance of it for the entire License period and will indemnify the authority for any default, claim, and performance issues during operations incurred due to quality of OFC. Moreover, Licensee will certify the bills/invoices submitted by the vendor that the product is as per the specifications given by him (Licensee).	
Volume II (Draft License Agreement)	62	Clause 13 (Schedule I: Performance Standards - Output Parameters And Technical Specifications	Civil Works All civil works required for the purpose of installation, maintenance and up-keeping of the equipment for the project will be the responsibility of Licensee and cost for such works will be borne by him. Licensee, within 10 days of signing of License Agreement will submit detailed drawings of such works with the Authority. Any such civil works will start only after necessary approvals of the Authority.	Civil Works All civil works (including expansion of gates) required for the purpose of installation, maintenance and up-keeping of the equipment for the project will be the responsibility of Licensee and cost for such works will be borne by him. Licensee, within 10 days of signing of License Agreement will submit detailed drawings of such works with the Authority. Any such civil works will start only after necessary approvals of the Authority
Volume II (Draft License Agreement)	61	Clause 8 (Schedule I: Performance Standards - Output Parameters And Technical	Gate No. 4 (Entry/Exit), Near Masjid Math Car Parking	Gate No. 5 (Entry/Exit), Near Masjid Math Car Parking

		Specificati ons		
Volume II (Draft License Agreement) – Schedule – III. Project Information Memorandum	4	Clause 6	Gate 5 & 6: Both the gates near Doctor’s Hostel near Masjid Modh parking area will have Entry and Exit. The entry and exit will be strictly limited restricted to AIIMS staff/faculty/doctor /residents having either RFID card or sticker.	Gate 5: Gate near Doctor’s Hostel near Masjid Modh parking area will have Entry and Exit. The entry and exit will be strictly limited restricted to AIIMS staff/faculty/doctor /residents having either RFID card or sticker.

THE BIDDERS ARE REQUESTED TO REFER TO THE CLARIFICATIONS, ADDENDUM TO THE RFP DOCUMENTS PRIOR TO SUBMITTING THEIR BIDS FOR THE PROJECT. BIDDERS SHALL SUBMIT A COPY OF THE ADDENDUM TO THE RFP DOCUMENT (ALONG WITH THE TECHNICAL PROPOSAL) DULY SIGNED/INITIALED AND STAMPED EACH PAGE OF IT TO CONVEY ITS ACCEPTANCE OF THE TERMS CONTAINED THEREIN.