

Amendment No.1

Ref. No: CESL/06/2026-27/E-Bicycles/262710007/Amendment-1

Date: 17/10/2026

To
M/s.....

Subject: Amendment No.1 in the tender for “**Supply of Cargo Electric Bicycles for Deployment across Bihar**”.

Reference:

1. Our tender no.: CESL/06/2026-27/E-Bicycles/262710007 for “**Supply of Cargo Electric Bicycles for Deployment across Bihar**”. dated: 05.10.2026.
2. Pre-Bid Meeting dated: 13.10.2026.

Sir/ Madam,

- a. For clarification/ Amendment(s)/Response to pre-bid queries, please refer Annexure below:

Rest all terms and conditions remain unchanged.

Thanking you,

For and on behalf of CESL
(a wholly owned subsidiary of EESL)



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<u>Annexure</u>				
Sr. No.	Particulars	Description as per RfP	Queries/ Clarification of the bidder	Amendments/Clarifications by CESL
1	-	-	We hold a valid ARAI certificate for the entire product, which includes motor testing, as well as an international certificate for motor testing (both attached for reference). Could you please confirm if a BIS certification is still required for the motor in addition to these?	<u>Clarification:</u> ARAI for the product is required. Motor certificate clause is amended as Sl. No. 2 mentioned below.
2	-	-	If BIS certification is mandatory, please note that we have already applied for it due to a motor upgrade and expect to receive it within 25 days. We can submit the application proof along with our tender response	<u>Amended as:</u> As per AIS 041/ BIS certification/ equivalent international certification. Bidder Self Declaration only.
3	Section-4, Part-B, clause 1.8; Note (i)	(i) Bidders participating in the contract for procurement process for cargo electric bicycles are required to submit test certification as per Govt. of India's Central Motor Vehicle Rules 1989 from government recognized agencies in India.	The specified cycle (motor below 250 W, speed below 25 km/h, unladen weight below 60 kg excluding battery, brakes and white/red reflectors) meets the provision to Rule 2(u) of the Central Motor Vehicles Rules, 1989, and is "not deemed to be a motor vehicle". The Motor Vehicles Act, 1988 and CMVR therefore do not apply. No "CMVR certificate" can exist for it. The provision prescribes no testing agency, and ARAI/ICAT's statutory role under CMVR Rule 126 is type approval of motor vehicles. A condition that cannot lawfully be met is arbitrary, and it restricts competition. Request: Delete the ARAI/ICAT product test and the CMVR certification requirement. Accept an OEM	<u>Clarification:</u> No changes clause remains same as per RfP.



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			self-declaration and undertaking of compliance with Rule 2(u), with the specification sheet (rated motor power, maximum speed, unladen weight excluding battery), verifiable by CESL at pre-dispatch inspection. Without prejudice: if third-party verification is considered essential, require it only from the successful bidder after LoA and before first dispatch, from any NABL-accredited lab or CMVR test agency, and never at bid stage.	
4	Section-4, Part-B, clause 1.8	“Motor – Test Report as per AIS 041” – “BIS/NABL or any Govt of India accredited testing agencies” Certification; certification table (Motor)	AIS-041 is a CMVR motor-vehicle test performed by CMVR test agencies. The tender asks for it from “BIS/NABL or any Govt of India accredited testing agencies”, which do not issue AIS-041 reports. No bidder can comply. It also duplicates the motor-power check. Request: Delete. Accept rated motor power below 250 W per the OEM / motor manufacturer's test certificate and name plate.	Amended as- AIS 041/ BIS certification/ equivalent international certification.
5	Section-4, Part-B, clause 1.8	Battery Certification; Certification table (Battery) “Certifications as per IS 16046 or AIS 156”	AIS-156 is a CMVR standard for L-category motor vehicles (battery/REESS safety). The e-cycle is not an L-category vehicle. IS 16046 (Part 2):2018 is already mandatory for Li-ion cells/batteries under BIS Compulsory Registration Scheme. Request: Confirm that IS 16046 (Part 2):2018 with valid BIS CRS registration alone is sufficient, and that AIS-156 is not required.	Amended as: "Certificate as per AIS 156 or IS 16046 (Part 2): 2018".



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6	Section-4, Part-B, clause 1.8	Component rows; certification table (Component Wise); Note (ii) The cargo electric bicycle components should comply with the test requirements mentioned in EN15194:2017 (E) or equivalent international standards for cargo electric bicycles. Bidder to submit a self-declaration Relevant certification of components mentioned in the table above is mandatory and to be provided at the time of bidding along with the technical proposal	Each component row (frame, fork, handlebar, rim, spokes, chain, pedal, seat, brakes, stand, LED headlight, ebrake) states “Bidder to submit a self-declaration”, while the adjoining column demands a test certificate at bidding. Both cannot apply. EN 15194 is a European standard with no legal force in India. It covers pedal-assist EPACs only (no throttle above 6 km/h, whereas this spec requires 30 km in throttle mode) and does not cover cargo cycles (CEN has a separate series, EN 17860). Demanding EN certificates would push OEMs away from Indian component suppliers, against the tender's own local-content / domestic-preference objective. Request: Delete the test-certificate requirement. Accept a single self-declaration that the components are of standard industry quality, suitable for the specified payload, and conform to IS 10613:2014 / good industry practice. Retroreflectors to carry the BIS mark under the applicable QCO.	Clarification: No changes, clause remains same as RfP.
7	Section-4, Part-B, clause 1.8	Throttle + pedal assist configuration – Range; Comprehensive Warranty: “30 km in throttle mode”; “throttle, pedal-assist sensor	The range is specified in throttle mode, while the warranty list mentions a pedal assist sensor. EN 15194 does not permit throttle operation; Rule 2(u)(a)–(d) does. Request: Confirm that throttle and pedal-assist modes are both required, cutting off below 25 km/h per Rule 2(u), and that EN 15194 applies (if at all) at component level only.	Clarification: No changes, clause remains same as RfP.



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8	Section-4, Part-B, Clause 1.8 and Clause 1.5 (n)	1.8 The electric cycles should meet all the regulatory and statutory norms and obtain all the approvals/NOCs from appropriate Indian Govt. agencies such as ICAT/ ARAI/ NABL/ AIS/ BIS etc. 1.5 n) The Selected Bidder(s) shall abide by all the rules and regulations, of RTO, Insurance, Labour, respective State Govt., Govt. of India, etc. which are applicable to the goods and services offered under this Tender.	AIS is a set of CMVR standards, not an approving body. A Rule 2(u) cycle needs no RTO registration, licence or motor insurance. Request: Clarify that no approval/NOC beyond BIS CRS (battery) and the BIS mark (reflectors) is required, and that RTO/insurance rules do not apply.	Clarification: No changes clause remains same as per RfP
9	Section-4, Part-B, Clause 1.8	Long-tail carrier and payload definition Basket & Carrier; Payload	A long-tail frame is a different geometry; the carrier rating and payload definition are not stated. Request: Confirm whether a long-tail frame is mandatory, or a heavy-duty rear carrier of stated rating suffices; define 120 kg as rider + cargo.	Clarification: 120 Kg is the Payload
10	Section-4, Clause. 1.17 (iii)	Timelines: NIT; Queries “at least 3 days before the schedule date of Prebid meeting”.	The query window was five days from the NIT; changes in certification or eligibility need time. Request: Extend the deadline to at least 21 days after the corrigendum; longer if any testing is retained at bid stage.	Clarification: No changes clause remains same as per RfP
11	Section-4, Clause. 1.5(c) vs 1.6(a),	Single delivery clock, lot wise” 1.5 (c) The Selected Bidder(s) needs to supply the cargo electric bicycles, post issuance of LoA within 30 days in a phased manner as communicated by CESL. In case of any changes in the delivery period, the same shall be	Two inconsistent due dates; ~80 locations depend on BRLPS identifying beneficiaries. Request: Confirm 16 weeks governs; each lot due 21–30 days after written location/beneficiary intimation; no LD for CESL/BRLPS delays.	Amended As: Delivery will start within 30 days from LoA issuance till 16th week for complete quantity.



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		informed in advance to the selected bidder. vs 1.6 (a) The cargo electric bicycles shall be delivered within sixteen (16) weeks from the date of issuance of the Letter of Award (LoA). A comprehensive warranty of three (3) years shall be applicable to each cargo electric bicycle, commencing from the month in which the respective electric bicycle is deployed. The Contract Validity Period shall cover the entire period required for delivery of the cargo electric bicycles and the applicable warranty period. In case it is not possible to conclude contracts or take 100% deliveries, before the expiry period, the delivery period under the Contract may be extended for a further period, subject to satisfactory performance of the bidder and at the discretion of CESL, on the same rate, terms & conditions for a further period of maximum up to 6 (six) months.		
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12	Section-4, Clause. 1.6 (a)	Warranty starts date, SLA notes, “commencing from the month in which the respective electric bicycle is deployed”	Deployment is outside the supplier's control and may be months after delivery. Request: Warranty from the signed PoD + assembly job card, and in any case not later than 30 days after PoD.	Clarification: No changes clause remains same as per RfP
13	Section-4, Clause. 1.9 – Technical QR-1 and QR-2	“Supplied Electric Bicycles with the same or higher specifications”; “at least 1305 total numbers of electric bicycles”	Experience is restricted to electric bicycles. (a) Same legal category: low speed e- scooters below 250 W / 25 km/h fall under the very same Rule 2(u) proviso. (b) Same technology and supply chain: BLDC motor, LFP/Li-ion pack with BMS, controller, charger, throttle, IP rated wiring, display, e- brake cut-off, LED indicators, horn and key lock are identical systems; only the frame and pedals differ. (c) Higher standard already met: CMVR-approved e-scooters are type- approved under AIS-049, AIS- 156 and AIS- 041. (d) Same after-sales model: warranty, doorstep service, spares and SLA are electrical/battery centred. (e) The tender contradicts itself: it demands motor-vehicle- regime certification (CMVR / ARAI / ICAT / AIS-041 / AIS-156) for the product, yet accepts experience only in electric bicycles, which are outside that regime. If CESL treats the product as a CMVR regulated vehicle, experience in CMVR regulated electric scooters is the most relevant experience and must be counted. If the product is a non- motor vehicle e-cycle, the CMVR/ARAI/AIS requirements must be deleted. CESL cannot apply the motor- vehicle standard for certification and the bicycle standard for experience at the same time; the combination is internally in	Clarification: No changes clause remains same as per RfP



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			consistent and arbitrary (Art. 14), and it narrows the field to a handful of bidders. Request: Amend the experience criterion to “electric two-wheelers (electric bicycles and/or electric scooters, whether or not covered under Rule 2(u) of CMVR)”, of any specification.	
14	Section-4, Clause. 1.9 – Technical QR-2	“At least 1305 nos. of electric bicycles should be in successful operation for at least two years on the date of bid opening.	It is not possible to prove operation status for retail sales. Request: Delete or accept a CA certificate of units sold more than 2 years before bid opening.	Clarification: No changes clause remains same as per RfP.
15	Section-4, Clause. 1.9 – Eligibility-3; Attachments 10 & 13	“ONLY Class I Local Suppliers shall be eligible”	Class-I-only applies where the Nodal Ministry has notified sufficient local capacity. LFP cells are largely imported, and the method for counting them is not stated. Request: Cite the Nodal Ministry notification or admit Class-II suppliers. Clarify the local-content method for imported cells.	Amended As: As per order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade- • Only ‘Class-I Local Suppliers’ and ‘Class-II Local Suppliers’ are eligible to bid in this tender. • Margin of purchase preference applicable to ‘Class I Local Supplier’ is 20%. The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. (Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Power sector)” issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021.)



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16	Section-4, Clause. 1.9 – Eligibility-1 vs Financial QR-1,	The Average Annual Turnover (ATO) of the bidder during the last 3 Financial Years ending on the Relevant date i.e. 31st March 2026 should be at least INR 4.34 Crore. MAAT Means Revenue from Operations. Note: Further, in case of existence of bidder in operation is less than previous 3 financial years from bid opening date, MAAT shall be calculated for available years by averaging out for available years (for e.g. if year of existence is 2 years, then MAAT shall be determined by dividing Total Turnover for 2 years by 2) for Financial QR compliance. Note: In case of consortium the combined turnover of all the consortium partners shall be considered.	Note, “in existence from at least last 3 Financial Years” vs “MAAT shall be calculated for available years”. The two conditions contradict each other. Request: Confirm which governs; we request the available-years averaging.	<u>Amended As:</u> The Average Annual Turnover (ATO) of the bidder during the last 3 Financial Years ending on the Relevant date i.e. 31st March 2026 should be at least INR 4.34 Crore. MAAT Means Revenue from Operations. Note: In case of consortium the combined turnover of all the consortium partners shall be considered.
17	Section-2, Clause. 2.4 (table)	“25% of total experience ... 25% / 85% of total ATO”	Ambiguous: “25% of” vs “25% relaxation”. Request: State thresholds in numbers: is MSE experience 327 or 979 units? Is MSE ATO ₹1.085 crore or ₹3.69 crore? Does the relaxation cover QR-1 (3 years) and QR-2 (2 years)?	<u>Clarification:</u> As per tender conditions for MSE, 25% is the requirement for the number of units and 85% is the requirement for the ATO. However, in terms of the QR-1 & QR-2 there is no relaxation.
18	Section-4, Clause 1.11(b), (c), (g),	1.11 (b). The 100% payments shall be made to the Selected Bidder(s) after receiving the delivery confirmation and	Pay-when-paid conflicts with cl. 1.11(c) (30 days) and with statute. The supplier has no contract with the client. The power to withhold is unguided. Request: Payment	<u>Clarification:</u> Payment will be made as per MSME rules.



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	payments from the CESL's client, after completion of supply of goods and related services and receipt of tax invoice, with all the requisite documents (such as Material Receipt, Job Card/assembly card/, Warranty Certificate, payment receipt, etc., as the case maybe) for the issued LoA. Bidder will support CESL in getting any formalities completed from the CESL Client(s) side. 1.11 (c). The payment will be made to the bidder, within 30 days after submission of Invoices complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of the tender. 1.11 (g). Power to withhold: Not withstanding anything contained in the payment schedule, if in the opinion of the CESL, any work done or supply made or service rendered by the Selected Bidder is deficient in any manner in comparison to the prescribed standards, CESL shall be at liberty to withhold the payment due to the Selected Bidder(s), till such work/ supply/ service is made conforming to the prescribed standards. These powers to	within 30 days of a complete invoice with PoD and job cards, not linked to the client's payment. Withholding limited to the value of a deficient lot after notice.	
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		withhold payments shall be without prejudice to any other power/ right of the CESL under this Tender.		
19	Section-4, Clause. 1.10	SLA table and notes, “maximum amount of penalty shall be: 5%” vs “recovered from the performance security ... without any maximum limit”; “encashing of 100% of BG”	The clause contradicts itself, and 100% BG encashment for helpline lapses is disproportionate. Request: One aggregate cap of 5% for LD + SLA penalties; LD on the value of the delayed lot only; delete 100% BG encashment.	<u>Clarification:</u> No changes clause remains same as per RfP.
20	Section-4, Clause. 1.6(b),	“Cancel the contract at any time without the obligation to provide any justification”	Customised goods (CESL colour/logo/UIN) cannot be resold. Request: Pay for goods delivered, in transit and manufactured, and for material procured.	<u>Clarification:</u> No changes clause remains same as per RfP
21	Section-4, Clause. 1.6 (C),	“at any time, till the Contract Validity Period ... even though the quantity ... has been supplied in full”	The Contract Validity Period includes the 3-year warranty, but prices are firm. Request: Exercisable only within the delivery period plus extension; later orders at a revised price.	<u>Clarification:</u> No changes clause remains same as per RfP
22	Section-4, Clause. 1.10, Notes, Clause 1.18 B 1.3	B. 1.3 Any delay in submission of Performance Security would be deemed as accruing of financial benefit to the Selected Bidder(s) and CESL may take necessary interest penalty recovery action (interest @ SBI’s MCLR yearly + 2 %) from the Bidder(s) for the period of delay. CESL will raise the bills/invoices for the interest amount levied against the delayed submission of Performance Security and the	Interest applies only against the bidder. Request: Apply the same interest to CESL’s delayed payments.	<u>Clarification:</u> No changes clause remains same as per RfP



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		selected bidder has to release the payment within 10 days from the date of invoice. However, this provision does not bind CESL in any way from proceeding against the Selected Bidder (including forfeiture of Bid Security, cancellation of the LoA/PO, etc.) for non-compliance towards non-submission of the Performance Security.		
23	ITB 2.25; Attachment-14	Certificate of domestically manufactured Cyber Security Products; MeitY notification dt. 02.07.2018	An e-cycle is neither a cyber-security product nor a MeitY-notified electronic product. Request: Confirm “Not Applicable” may be submitted.	Clarification: No changes clause remains same as per RfP
24	Section-3, GCC 6.2	Reference to PMA/DPE; three-member tribunal	PMA is a Government-to-Government mechanism. Request: Confirm PMA does not apply to private bidders, and that arbitrators will be appointed jointly or by a neutral institution	Clarification: No changes clause remains same as per RfP
25	-	-	IP Rating: We understand that IP65 is required for bicycles and their components, as they are used outdoors. IP54 should be sufficient for the charger, as it is intended for indoor use.	Clarification: No changes clause remains same as per RfP
26	-	-	Certificates: We understand that the relevant certificates (AIS, BIS, and ICAT) can be submitted after the bid and before delivery.	Clarification: No changes clause remains same as per RfP
27	-	-	Training & Awareness: Please clarify the requirements, including the number of events, locations, and other relevant details.	Clarification: No changes clause remains same as per RfP



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28	-	-	Payment Terms: We understand that payments will be released in phases, based on the completion certificate for each delivery phase.	<u>Clarification:</u> No changes clause remains same as per RfP
29	-	-	Delivery Timeline: We understand that deliveries will commence within 16 weeks from the LOA date. However, another section mentions 30 days from LOA. Please clarify the applicable timeline.	<u>Amended As:</u> Delivery will start within 30 days from LoA issuance till 16th week for complete quantity.



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