

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date:26.05.2023

Corrigendum-II

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-I routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

RFP No. 1332 Date: 06/05/2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
1.	Volume-I Page No. - 7 Schedule Bidding Process	Last date for Bid Submission	20/06/2023 (03:00 PM)
2.	Volume-I Page No. - 7 Schedule Bidding Process	Date and time for opening of technical bids	20/06/2023 (05:00 PM)
3.	Volume-I Page No. - 7 Schedule Bidding Process	Date and time for opening of financial bids	27/06/2023 (05:00 PM)
4.	Volume-I Page No. – 7 Clause -3: Project details	Package 1: 175 Conventional Diesel Buses (BS-VI) –Non-AC 9m Midi Buses and AC 9m Midi Buses 175 New Buses: The selected Operator shall provide services of provision, own, operate and maintain new buses of following type and quantity.	Total Number of Buses Under Cluster-I is 274. AC Buses (12m)- 45 (5 Spare Buses) AC Buses (9m)- 11 (1 Spare Buses) Non-AC Buses- 202 (10 Spare Buses) Refer Addendum

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
5.	Volume-I Page No. – 8 Clause -4.1: New Buses (Package -1)	Agreement period for the New Buses shall be Eight Years (8 Years) from Commercial Operations Date (COD). The authority shall have the right to extend the Agreement period for New Buses by additional two (2) years at its sole discretion and based on performance and condition of the buses, subject to the Terms and conditions specified in the Bus Operator Agreement.	Agreement period for the New Buses shall be Ten Years (10 Years) from Commercial Operations Date (COD). The authority shall have the right to extend the Agreement period for additional two (2) years at its sole discretion and based on performance and condition of the buses, subject to the Terms and conditions specified in the Bus Operator Agreement.
6.	Volume-I Page No. – 10 Clause -5.2: Soft Loan for new buses	OSRTC shall provide Soft Loan to Operators of an amount equal to 75% of the Cost of the Bus. The soft loan must be paid back by the Operator over the contract period of 8 (eight) years in equated monthly instalments at a simple interest of 8% per annum	OSRTC will facilitate loan/funding for Bus procurement and Depot infrastructure development for the selected Bus operator from the empanelled banking partners/FIs. The Bus operator must mutually agree with the Banking partner on contract period, Rate of Interest and other terms & conditions with respect to the loan.
7.	Volume-I Page No. – 10 Clause -5.2: Soft Loan for new buses	Soft loan for New Bus Procurement	Removed
8.	Volume-I Page No. – 11 Clause -6.1: New buses (Package-1)	Prototype Bus-20 days from appointed date First Lot of 80 Non-Ac Buses & 20 AC Buses- within 20 days of prototype Second Lot of 60 Non-Ac Buses & 15 AC Buses-within 20 days of approval of type	Prototype Bus-40 days from appointed date <ul style="list-style-type: none"> • First Lot of 80 Non-Ac Buses(9m) ,20 AC Buses(12m) & 8 AC Buses (9m) - on or before 4th week of August 2023 • Second Lot of 80 Non-Ac Buses(9m) & 20 AC Buses(12m)- on or before 1st week of September 2023 • Third Lot of 52 Non-Ac Buses & 14 AC Buses (12m)- on or before 3rd week of September 2023

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
9.	Volume-I Page No. – 11 Clause -6.1: New buses (Package-1)	The “Operations Period” shall begin from COD and end in Eight (8) years from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by two (2) additional year based on operator performance and condition of the Buses.	The “Operations Period” shall begin from COD and end in Ten (10) years from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by two (2) additional year based on operator performance and condition of the Buses.
10.	Volume-I Page No. – 12 Clause -6.1: New buses (Package-1) para number 4	The Authority shall assure that the average number of Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of 6 (Six) months, commencing from COD of Contracted Buses, and then onwards on Half Yearly basis shall be no fewer than 36,000 kms / Contracted Bus (Thirty-six Thousand Kilo meters per contracted bus) for new buses.	The Authority shall assure that the average number of Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of 6 (Six) months, commencing from COD of Contracted Buses, and then onwards on Half Yearly basis, shall be not less than 38,000 kms (Thirty-eight Thousand KMs) / Contracted new bus.
11.	Volume-I Page No. – 11 to 13 Clause -7: Payment Mechanism	Provide the fuelling area in depot premises (The fuelling arrangement and infrastructure will be operators responsibility)	The fuelling arrangement and infrastructure will be operators’ responsibility. However, OSRTC will only support and facilitate for statutory clearances and NOC required for obtaining the License.
12.	Volume-I Page No. – 16 Clause -12: Termination due to default	Upon Termination of this Agreement on account of Authority’s Event of Default, the Authority shall: <ul style="list-style-type: none"> • release performance security. • Pay any sum due and payable as the Operation Payment by the Authority 	Upon Termination of this Agreement on account of Authority’s Event of Default, the Authority shall: <ul style="list-style-type: none"> • release performance security. • Pay any sum due and payable as the Operation Payment by the Authority

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
		<ul style="list-style-type: none"> pay 3 Month's Kilometers Charges (average of last 4 invoice amounts) from the date of termination to the Operator. 	
13.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria - EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	EMD in shape of Banker's Cheque / Demand Draft / Bank Guarantee to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar
14.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria – Annual Turnover	Minimum average annual turnover of the organization must be INR 100 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).	Minimum cumulative turnover of the organization must be INR 100 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).
15.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria – Net Worth	The Bidder should have average annual positive net worth at least ₹25 Crore for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	The Bidder should have cumulative positive net worth at least ₹30 Crore for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)
16.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria – IT Return	The Bidder should have positively submitted IT returns last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating of statement. Provisional financial report for FY-22-23 to be submitted.
17.	Volume-I Page No. – 17	Bidders bidding as Consortium, such information may be furnished for each member	Work Order / Contract document / Certificate from Client

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
	Clause -13: Eligibility Criteria – Relevant Experience	of the Consortium as applicable along with documentary ownership / operational experience.	
18.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria- MAF	Manufacture Authorization Form to be submitted by bidder who is participating individually other than OEM	One (1) or more Manufacture Authorization Form(s) (MAF) may be submitted by bidder who is participating individually other than OEM.
19.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria	Buses in India or in foreign country over the past 3 years immediately preceding the Bid due date. 1 X (Weightage given to such Experience) X (No. of Buses for which the Ownership and/or Operation and/or Aggregation Experience demonstrated) + (1/3) X (Weightage given to such Experience) X (No. of buses for which the Ownership and/or Operation and/or Aggregation Experience demonstrated) must be equal to or greater than the values 100 buses	Removed
20.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria	The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof. The Weightage given to various types of experience shall be as follows:	Removed

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
		<p>The Weightage given to various types of experience shall be as follows:</p> <ul style="list-style-type: none"> • Ownership Experience: 1 • Operation Experience: 0.5 <p>Aggregation Experience: 0.25</p>	
21.	Volume-I Page No. – 17 Clause -13: Eligibility Criteria	<p>In case the bidder is showcasing combined experience for Operational/ Ownership / Aggregation, then overlaps shall not be permitted. That means, if the experience of ownership is considered for x buses, then the experience of operations for the same will not be counted and so on.</p>	<p>In case the bidder is showcasing combined experience for Operational/ Ownership / Aggregation, then overlaps shall not be permitted. That means, if the experience of ownership is considered for x buses, then the experience of operations for the same will not be counted and so on.</p> <ul style="list-style-type: none"> • Operation/Aggregation Experience must include Planning, managing and monitoring of day-to-day bus/Passenger vehicle operations and/or maintenance. • Operation experience must be demonstrated through an explicit contract/concession Agreement of operations with a public sector entity/Government or semi-Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year. • Aggregation Experience must be demonstrated through Agreements with Operators of Buses/. and MIS of daily vehicle availability / ridership data that demonstrates the operation of number of required buses/. over a period of at least one year. • Ownership experience of buses and/or . by the Bidder shall have to be demonstrated through RTO books/RTO

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
			<p>vehicle Ownership certificate or other verifiable proof of ownership for all the required no. of Buses and ., clearly showing ownership of the Bidder in case Bidder and its Associate is an Indian firm.</p> <ul style="list-style-type: none">• In case ownership / operation experience is demonstrated through an ownership/ contract held jointly with another partner/consortium, the percentage of ownership/investment / profit sharing in that partnership/consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.• In case bidder is or its Associate is a foreign firm, then it shall have to demonstrate Ownership experience of buses through equivalent statutory registration of RTO book/RTO ownership Certificate from their respective foreign countries. If documents/evidence as specified above are other than English language, then it should be accompanied by a notarized translation to English language only.• Aggregating the Ownership and or Operational Experience of any Associate of Bidder for the purpose of meeting the Technical Capability Criteria shall be permitted.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
22.	Volume-II Page No. – 32 Clause -21.2: Financial Proposal	Financial Proposal (Annexure B)	Financial Proposal (Annexure VIII)
23.	Volume-I (Page No.- 21) Clause-16 (Performance Security), Volume-II Page No. – 42 Clause -30: RFP Document Fee and Performance Security	<p>Performance Security:</p> <p>OSRTC shall issue a letter of award (LOA) to the selected Bidder within 15 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm/agency is required to submit a Performance Security in the form of Bank Guarantee from Scheduled Commercial Bank for an amount equivalent to 10% of the contract value in favour of OSRTC and enter into the contract agreement with OSRTC. The Performance Security shall be valid throughout the entire Contract period.</p>	<p>Performance Security:</p> <p>OSRTC shall issue a letter of award (LOA) to the selected Bidder within 15 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm/agency is required to submit a Performance Security in the form of Bank Guarantee from Scheduled Commercial Bank for an amount equivalent to 3% of the contract value in favour of OSRTC and enter into the contract agreement with OSRTC. The Performance Security shall be valid throughout the entire Contract period.</p> <p>The Bank guarantee for 2 years and then renewal for the same till Contract period and 60 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract.</p>
24.	Volume-III Page No. – 73 Clause -2.1: Appointment of the Operator	Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to procure, operate and maintain Package-1 comprising 35 Midi AC and 140 Midi Non AC	Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to procure, operate and maintain Package-1 comprising. Total Number of Buses Under Cluster-I is 274. AC Buses (12m)- 45 (5 Spare Buses)

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
		BS VI Diesel buses as per the specifications provided in the Volume III of the RFP, for Bus Service in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.	AC Buses (9m)- 11 (1 Spare Buses) Non-AC Buses- 202 (10 Spare Buses) BS VI Diesel buses as per the specifications provided in the Volume III of the RFP, for Bus Service in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.
25.	Volume-III Page No. – 75 Clause – 4.1: (Point No – J &K)) Responsibilities during Bus Procurement	Shall set up a Branch office in each district of Odisha. The Branch office of each District shall be sufficiently empowered by the Operator to take all decisions related to day-to-day operations.	Shall set up an office in the cluster. The Bus Operator may setup Branch office at each District/Blocks.
26.	Volume-III Page No. – 77 Clause – 6: Provision of loan by the authority for procurement of buses	Provision Of Loan by The Authority for Procurement of Buses	Removed. OSRTC will facilitate loan / funding for bus procurement and development of depot infrastructure from the empanelled Banking Partners / FIs.
27.	Volume-III Page No. – 84 Clause – 11.1: Bus delivery schedule	Prototype Bus-20 days from appointed date First Lot of 80 Non-Ac Buses & 20 AC Buses- within 20 days of prototype Second Lot of 60 Non-Ac Buses & 15 AC Buses-within 20 days of approval of type	Prototype Bus-40 days from appointed date First Lot of 80 Non-Ac Buses & 20 AC Buses-on or before 4 th week of August 2023. Second Lot of 80 Non-Ac Buses & 20 AC Buses-within on or before 1 st week of September 2023.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause				Revised Clause			
						Remaining 52 Non-Ac Buses & 22 AC Buses-within on or before 3rd week of September 2023.			
28.	Volume-III Page No. – 88 Clause – 18.1: O&M of Depots	The authority acknowledges the requirement of Bus Depot for the purposes of maintenance, cleaning and parking of Contracted Buses. Hence the Authority shall provide adequate land for development of the Bus Depot by the Operator to carry out operation and maintenance activities for the contracted buses in accordance with the terms contained herein.				The Bus Operator may develop Depot(s) at Block / District Level or anywhere within the Cluster to meet the service level parameters. OSRTC will provide suitable land on Block/ District head quarters on lease basis without any rental. However, the allotted should not be used for any commercial purpose. The commercial rights solely lie with OSRTC. The bidders have 180 days timeline to develop Depot/Sub-Depot Infrastructure. During the construction period, the Buses may be parked at the same premises.			
29.	Volume-III Page No. – 88 Clause – 18.2.2: Covenants with reference to bus depot O&M	The Operator shall at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.				The Operator may at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.			
30.	Volume-III Page No. – 91 Clause – 23.4: Payments to the	SL No	Package	Quantity of Buses (Nos)	Quoted Aggregate Bus Operating	SL No	Package	Quantity of Buses (Nos)	Quoted Aggregate Bus Operating Cost for 1st year

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause				Revised Clause			
					Cost for 1st year (Exclusive of GST)				(Exclusive of GST)
	operator for KM Charge								
		1	1	35 AC and 140 Non-AC 900 mm Buses	XXXX	1	1	12 AC and 212 Non-AC 900 mm Buses 50 AC 1200mm buses	XXXX
31.	Volume-III Page No. – 93 Clause – 23.5.4: Payment Terms	Guarantee to operate particular number of kilometers: The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometers travelled by each of the Contracted Buses, in a continuous period of 6 (Six) months, commencing from COD of Contracted Buses, and then onwards on Half Yearly basis, shall be no fewer than 31,500 kms / Contracted Bus(Thirty One Thousand Five Hundred Kilo meters per contracted bus) [“Half Yearly Assured Bus Kilometers”]				Guarantee to operate particular number of kilometers: The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometers travelled by each of the Contracted Buses, in a continuous period of 6 (Six) months, commencing from COD of Contracted Buses, and then onwards on Half Yearly basis, shall be no fewer than 38,000 kms / Contracted Bus(Thirty Eight Thousand Kilo meters per contracted bus) [“Half Yearly Assured Bus Kilometers”]			

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
32.	Volume-III Page No. – 96 Clause – 24: Taxes and statutory levies (S.No. -5)	MV Tax and Additional MV Tax & GST (if any)	Parties responsible for Payment- Bus Operator
33.	Volume-III Page No. – 96 Clause – 24: Taxes and statutory levies	Mv Tax and Additional Mv Tax	To be paid by Bus Operator and included in Aggregate Bus Operating Cost Table (Annexure-8)
34.	Volume-III Page No. – 97 Clause – 25.1.2: Roles, Responsibilities, obligations and the authority	Operator shall maintain the depot as per the provisions of this agreement	Operator shall maintain the depot(s) in the cluster as per their requirement.
35.	Volume-III Page No. – 97 Clause – 25.1.3: Roles, Responsibilities, obligations and the authority	Role Responsibility & Obligation of the Operator	The Authority will provide OSRTC ITMS for integration. However, the Bus operator shall provide OBU / CCTV / VLTD APIs for integration with OSRTC ITMS without any Cost to OSRTC. The bus operator and original equipment manufacturer (OEM) are required to provide all software/API necessary for integration with the OSRTC ITMS at no additional cost.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
36.	Volume-III Page No. – 98 Clause – 25.1.3: Roles, Responsibilities, obligations and the authority	Ensure that all recruited drivers shall hold commercial heavy duty vehicle license valid since the last three years. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the City Bus Service operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.	Ensure that all recruited drivers shall hold commercial heavy duty vehicle license valid since the last three years. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the Bus Service operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.
37.	Volume-III Page No. – 106 Clause – 25.3: Authority's Rights and Responsibilities	In addition to the terms and conditions of this Agreement, the Authority shall: <ul style="list-style-type: none"> • Provide adequate land for Bus Depot • Space for Bus operation related infrastructure development. • Upstream water and electric source to the 	In addition to the terms and conditions of this Agreement, the Authority shall: <ul style="list-style-type: none"> • Provide adequate land for Bus Depot (District Head Quarter : 3 to 5 Acre and for Block Level : 1 to 2 Acre) • Space for Bus operation related infrastructure development.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
		Depot during the Agreement Period.	<ul style="list-style-type: none"> Upstream water and electric source on demand to the Depot during the Agreement Period.
38.	Volume-III Page No. – 110 Clause – 28.2: Damage to contracted buses due to Vandalism	Authority shall re-imburse the cost of to the operator for any such damage or loss, including for loss of full bus after deducting the insurance proceeds. In case of loss of full bus, operator shall replace the lost bus with another bus of broadly similar configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.	In case of loss of full bus, operator shall replace the lost bus with another bus of broadly similar configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.
39.	Volume-III Page No. – 115 Clause – 32.1.2: Termination due to event of default	Demand and get paid by the Operator in full the outstanding Loan Amount under the Soft Loan Agreement along with applicable interest.	Removed
40.	Volume-III Page No. – 116 Clause – 32.1.2: Termination due to event of default	Demand and get paid by the Operator in full the outstanding Loan Amount under the Soft Loan Agreement along with applicable interest.	Removed

**Odisha State Road Transport Corporation Paribahan Bhavan,
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No. 1415/OSRTC/IMTR-11/2023

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S.No.	Section / Page No.	Existing Clause	Revised Clause																
41.	Volume-III Page No. – 119 Clause – 33.8: Force Majeure	Upon Termination of this Agreement on account of a Force Majeure Event, the Operator shall pay any outstanding in full under the Soft Loan Agreement along with applicable interest.	Removed																
42.	Volume-III Page No. – 122 Clause – 37: Subcontract	The Operator shall not be allowed to subcontract any part of this Agreement except activities related to Depot Construction and bus maintenance with prior approval from the Authority.	Removed																
43.	Volume-III Page No. – 123 Clause – 39.3: Miscellaneous	Schedules and Annexure: All schedules and annexures and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement	Schedules and Annexure: RFP, Bid Clarifications, Corrigendum, Addendum all schedules and annexures and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement																
44.	Volume-III Page No. – 128 Annexure PA1	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>SL No</th> <th>Package</th> <th>Quantity of Buses (Nos)</th> <th>Quoted Aggregate Bus Operating Cost for 1st year (Exclusive of GST)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>12 AC and 212 Non-AC 900 mm Buses</td> <td>XXXX</td> </tr> </tbody> </table>	SL No	Package	Quantity of Buses (Nos)	Quoted Aggregate Bus Operating Cost for 1st year (Exclusive of GST)	1	1	12 AC and 212 Non-AC 900 mm Buses	XXXX	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>SL No</th> <th>Package</th> <th>Quantity of Buses (Nos)</th> <th>Quoted Aggregate Bus Operating Cost for 1st year (Exclusive of GST)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>12 AC and 212 Non-AC 900 mm Buses</td> <td>XXXX</td> </tr> </tbody> </table>	SL No	Package	Quantity of Buses (Nos)	Quoted Aggregate Bus Operating Cost for 1st year (Exclusive of GST)	1	1	12 AC and 212 Non-AC 900 mm Buses	XXXX
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**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

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Date: 26.05.2023

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		1	1	35 AC and 140 Non- AC 900 mm Buses	XXXX			50 AC 1200mm buses	
45.	Volume-III Page No. – 133 to 197 Annexure PA3	Soft loan all clauses (Page- 133 to 197)				Removed			
46.	Volume-III Page No. – 190 Annexure PA4	Annexure – PA4: Draft Depot Lease Agreement There shall be rental of Rs. 100000/- per month payable by the Operator to the Authority in respect of the Lease for use of the Depot, provided that the Operator discharges all of its obligations pursuant to this Depot License Agreement and the Bus Operator’s Agreement.				Depot rental abolished.			
47.	Volume-III Page No. – 191 Annexure PA4	Depot Rent				Depot Rent is abolished.			

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

S.No.	Section / Page No.	Existing Clause	Revised Clause
48.	Volume-III Page No. – 222 Section 2: Assured fleet availability and other exceptions (Baseline standard- column)	Existing Buses: 90% of each lot of Existing Contracted Buses during the Contract Period	Removed

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date:26.05.2023

ANNEXURE-VIII

Formats for Financial Proposal

(Enclosed in Envelope B)

Date: -----

(On the letter head of Bidder)

Place: -----

To

The General Manager (Admin.)
Odisha State Road Transport Corporation (OSRTC)
Paribahan Bhavan, Sachivalaya Marg, Unit-II,
Bhubaneswar-751001, Odisha

Ref: Submission of Financial proposal for Package-I **“Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-I routes under LAccMI Scheme on Gross Cost Contract (GCC) Model.”**

Dear Sir,

[Being duly authorized to represent and act on behalf of (name of the Bidder)], having reviewed and fully understood all the requirements of the Request for Proposal dated [.....] (RFP) issued by OSRTC for Package-1: - “Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-I routes under LAccMI Scheme on Gross Cost Contract (GCC) Model”, we hereby provide our Financial Proposal.

1. We understand that the services shall be provided as per the terms and conditions specified in the Bus Operator Agreement and Applicable Laws.
2. The Financial proposal for the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the draft Bus Operator Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
3. It is a firm and irrevocable offer and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to the submission of an unconditional proposal.
4. We acknowledge that, Authority takes no responsibility for ensuring such an exemption and the operator will have to deal with the GST issue by itself.
5. We acknowledge that, the Authority shall not be liable to make any payment to our vendors providing supporting services for LAccMI Scheme Bus Operations.
6. The authority retains the right to explore tax-friendly options and arrangements with us as permitted under law.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

7. We have quoted the Aggregate Bus Operating Cost for 1st year after through reading of this RFP document, Draft Bus Operator Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, GPs, Blocks, District conditions, passenger load and likely wear and tear of the buses.
8. **Our Financial Proposal for the package 1**, as part of the Bidding Option that we have selected, is as follows:

Financial Proposal for Package 1 (274 nos New 9m Midi Buses & 12m Buses- (212 Non-AC 9m Midi Buses, 8 AC 9m Buse, 54 AC 12m Buses)

A. AGGREGATE BUS OPERATING COST

Sl No	Item	Rate (Rs per KM) (Non-AC Buses)	Rate (Rs per KM) (9m AC Buses)	Rate (Rs per KM) (12m AC Buses)
1.	Capital Cost (Bus Provision /Depot equipment's and other upfront investments)			
2.	Labour			
3.	Driver Salary			
4.	Other Admin staff			
5.	Maintenance Staff			
6.	Fuel and Lubricants			
7.	Tyre Tubes			
8.	Battery			
9.	Repair and Maintenance except AC			
10.	Repair and Maintenance of AC			
11.	Insurance			
12.	Cleaning			
13.	Vehicle registration charges			
14.	Motor Vehicle Tax of Odisha			
15.	Additional MV Tax			
16.	Financing/Interest Cost			
17.	Other Cost (Water, Electricity and other overhead cost etc pl specify)			

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

SI No	Item	Rate (Rs per KM) (Non-AC Buses)	Rate (Rs per KM) (9m AC Buses)	Rate (Rs per KM) (12m AC Buses)
18.	Profit			
19.	Depot Infrastructure (civil) development			
20.	Any other Maintenance			
21.	Fuelling Cost			
22.	Any other (please add rows)			
23.	Base Rate (Total of 1 to 15)			
24.	GST, if any (It will not be considered for price comparison between different bids)			
25.	No. of Bus (Quantity)	212	08	54
26.	Assured Km Per annum per bus	38000	38000	38000
27.	Total Value of Payment for First year of Operation (before GST, if any) (16 x 17 x 18)			
28.	Total Value of Payment in Year 1 (Sum of both values in Row 18) (In figures) (Aggregate Bus Operating Cost)			

Note:

For the purposes of evaluation, only the Aggregate Bus Operating Cost in Year 1 as per Row 20 above based on Base Rate shall be considered. GST, if applicable will be payable at applicable rate over the above price per km but will not be part of financial Evaluation for comparison of Proposal purposes.

B. COST OF BUS PROVISION:

Bidder must submit estimated cost of Bus in the following manner for information purposes. This will not be used in Price comparison of different bids.

Bus Provision Cost		
Rs. Per Standard Bus (Inclusive of all taxes) (A/C buses) (In Figures)	Rs. Per Bus (Inclusive of all taxes) (9m A/C buses) (In Words)	Rs. Per Bus (Inclusive of all taxes) (12m A/C buses) (In Words)
Rs. Per Standard Bus (Inclusive of all taxes) (Non-A/C buses) (In Figures)	Rs. Per Bus (Inclusive of all taxes) (9m A/C buses) (In Words)	Rs. Per Bus (Inclusive of all taxes) (12m A/C buses) (In Words)

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

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(Signature and name of Authorized Representative)

Designation: -

Date:

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date:26.05.2023

Annexure VIII: Manufacture Authorization Form (MAF)

(To be submitted by bidder who is participating individually other than OEM)

MEMORANDUM OF UNDERSTANDING

M/s. _____, having CIN : _____, a company incorporated under the Companies Act 1956, and having its registered office at _____, (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators, legal representatives, and permitted assigns, of First part;

AND

M/s. (Bus Operator) _____, having CIN : _____, a company incorporated under the Companies Act 1956, and having its registered office at _____ India, (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators, legal representatives, and permitted assigns, of Second part.

WHEREAS

- A. The party of First part is in the business of _____ and meeting the eligibility criteria as mentioned in the Tender Document Issued by Odisha State Road Transport Corporation (OSRTC), to act as an "Fleet Provider/Operator" and shall abide by the terms & conditions of said Contract during the entire Contract period.
- B. The party of Second part is in the business of _____ and meeting the eligibility criteria as mentioned in the Tender Document Issued by OSRTC, to act as an "OEM" and shall abide by the terms & conditions of said Contract during the entire Contract period.
- C. OSRTC intends to deploy AC / Non-AC Midi 9m Buses & 12m AC Buses across the State of Odisha and accordingly, it invited the bids for hiring of 274 AC/Non-AC Buses on Gross Cost Contract Model for facilitating public transport on the specified routes in the state of Odisha (herein after called as Contract) for 10 (Ten) Years (Contract Period).
- D. The party of First part is in desirous to participate in the bid Individually/Lead Member of Consortium] floated by OSRTC and shall act as Fleet Provider, Operator for the said Contract and shall procure the midi Buses from the party of Second part, acting as an "OEM", if it succeeds in the bid and upon award of the Letter of Award (LoA) for the said Contract.
- E. The party of Second part, shown their interest to supply AC/Non-AC Midi 9m & 12m (AC) Buses [its related equipment and compact sub-stations] as an "OEM" to the Fleet Provider/Operator for the said Contract.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

The party of First part and Second part are hereinafter individually referred as to the “Party” and collectively “Parties”.

Now therefore on the term that the Party of First part shall act as “Fleet Provider/Operator” and party of Second part to act as an “OEM” for the entire Contract Period floated by OSRTC for hiring of ___ AC/Non-AC Midi 9m & 12m (AC) (“Buses”) on Gross Cost Contract Model under LAccMI Scheme for facilitating public transport on the specified routes in the state of Odisha, the Parties are desirous to execute this Memorandum of Understanding (MoU) with the intention of both being legally bound, and accept the following terms and conditions: .

1) PURPOSE:

The parties to this MOU mutually agreed for the following:

- A. The party of First part shall act as Fleet Provider/Operator for the entire Contract and shall abide by the following:
 1. Be responsible for Buses Operation/Fleet deployment as per Contract.
 2. Finance the project and be responsible for arranging the required debt funding for execution of the contract and also provide the Subsidy Bank Guarantees (BG’s), Performance Security Bank Guarantees (PS) and any other Bank Guarantee under the Concession Agreement to be entered between OSRTC & Fleet Provider/Operator wherever required in respect of execution of contract.
 3. Be responsible for all approvals, permissions, registrations under MV Acts.
 4. Be responsible for obtaining all statutory approvals and comply with all other applicable laws.
 5. Be responsible for manpower arrangement and comply with various statutory Acts.
 6. Be responsible for day-to-day operations and management of contracts as per the RFP requirements.
 7. Be responsible for all other things as may be required to meet contractual obligations except obligations provided under **Clause No. 1.b below. B)**
- B. The party of Second part shall act as an OEM during entire contract period, as per the Concession Agreement to be entered in between OSRTC & the party of First part and shall abide by the following:
 1. Shall be responsible for manufacture and Supply of 9m Ac/Non-Ac & 12m (AC) Buses [its related equipment and compact sub-stations] as per the specifications offered in the Bid against the RFP.
 2. Shall be responsible for all Type Approvals related to the Bus [compact sub-stations]
 3. Shall be responsible for fulfilling the guidelines of Government .
 4. Shall be responsible for technical support, supply of materials/ spare parts/ units/ aggregates related to the buses supplied.
 5. Shall be responsible for providing maintenance throughout the Contract.

**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

[In case of suspension/termination of the party of first part, shall continue its obligations under this sub-clause to the new Fleet Provider/Operator who shall have obligation provided under clause 1.A.

2) DURATION

This MoU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MoU and shall remain in full force and effect till the entire Contract Period, if contract is awarded to the Party of the First Part or till award of contract to any other bidder.

3) AMENDMENT/MODIFICATIONS

The obligation of the parties has been outlined in this MoU agreement. However, during the operation of the agreement / entire Contract Period, circumstances may arise which call for alteration or modifications of this MoU Agreement. These modifications/alterations will be mutually discussed, agreed upon in writing and with prior approval of OSRTC.

4) GOVERNING LAW AND DISPUTE RESOLUTION

The laws of India shall govern this Agreement. All parties irrevocably submit to the exclusive jurisdictions of the Courts in Bhubaneswar or High Court of Odisha, for any action or proceeding regarding this Agreement.

5) NOTICES :

Any notice of other document permitted or required under this Agreement will be deemed to have been adequately and properly effected if sent by registered mail or delivered and received by hand / registered post at the following respective addresses:

<p><u>FIRST PARTY:</u></p> <p><u>Name of the Company:</u></p> <p>Office Address:</p>	<p><u>SECOND PARTY:</u></p> <p><u>Name of the Company</u></p> <p>Office Address:</p>
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**Odisha State Road Transport Corporation Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

No. 1415/OSRTC/IMTR-11/2023

Date: 26.05.2023

Email id :	Email id :
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In witness whereof, the Members hereto have executed this MOU in (___ copies) identical counter parts each of which shall be deemed as original.

For & on behalf of _____ (First Party)

WITNESS 1

Name:

Designation:

Date:

Seal:

For & On behalf of _____ (Second Party)

WITNESS 2

Name:

Designation:

Date:

Seal:

-Sd-

General Manager(A),
OSRTC, Bhubaneswar