

Corrigendum-I

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes with comprehensive Annual Maintenance Contract (AMC) model.

RFP No. 1707 Date: 22/09/2023

No.1865/OSRTC/IM(TR)-40/2023

Date:26/10/2023

SI.No.	Section / Page No.	Existing Clause	Revised Clause
1.	Pg No. 71, Section 19, Payment Schedule	PAYMENT FOR BUS PROCUREMENT: On competition of PDI of total 122 nos. of fully built Luxury AC Buses.	PAYMENT FOR BUS PROCUREMENT: Payment will be released upon the completion of the Pre-Delivery Inspection (PDI) for each fully assembled luxury air-conditioned bus.
2.	Pg No. 22, Section 5.11, Execution of Agreement:	If the OEM fails to complete the supplies within the contracted delivery period, the TIA shall take actions as per General Conditions of Contract.	Removed
3.	Pg No. 35, Section Warranty 10.1,	There will be standard warranty seizure, undue tear of brake drums, uneven wear and tear of tyres, non-functioning	Removed
4.	Pg No 66, Section 8.1, Termination for default	The TIA may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the OEM, terminate the contract in whole or in part:	Either party can terminate the contract in mutual consent by providing a written notice period of 30 days.
5.	Pg No 64, Section 7.5, Pre-estimated damages	The pre-estimated damages shall be capped to 10% maximum (inclusive of duties & taxes) on a monthly basis in case the assured daily shift wise fleet availability is achieved during the month. However, there will be additional damages on the number of buses which are short during the month.	Removed
6.	Pg No 66, Section 8.2, Termination for default	In the event the TIA terminates the contract in whole or in part, pursuant to subclause 8.1 above, the TIA may enter into fresh contract with any other Comprehensive AMC Agency for completing the unfulfilled portion of the contract and the OEM (whose Contract is terminated) shall be recovered forfeiting the PBG else the concern OEM liable to	In the event of termination, the contract in whole or in part, pursuant to subclause 8.1 above, the TIA may enter into fresh contract with any other Comprehensive AMC Agency for completing the unfulfilled portion of the contract and the OEM (whose Contract is terminated) shall be recovered forfeiting the

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		the TIA for any excess costs for maintenance of such buses Upto 15,00,000 KMS.	PBG else the concern OEM liable to the TIA for any excess costs for maintenance of such buses Upto 15,00,000 KMS.
7.	Pg No 67, Section 10, Indemnity	The OEM should indemnify and keep the TIA indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of TIA and any loss or damage to property of TIA sustained due to the acts or omissions of the OEM irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.	Removed
8.	Pg No 71, Section 20, Amendments	The TIA, without prejudice, can make amendments, and/ or modifications in the Contract in writing subject to prior discussions and consent of the OEM for proposed amendments in the contract.	"Both parties, without prejudice, can make amendments, and/ or modifications in the Contract in writing subject to prior discussions and consent of the TIA & OEM for proposed amendments in the contract."
9.	Pg No 72, Section 21.1, Salient Terms & Conditions of Comprehensive AMC	The Vehicle Manufacturers (VM) cum OEM directly and also through their authorized network meeting eligibility requirement shall be required to submit their comprehensive AMC offer for maintenance of buses up to 15,00,000 Kilometers tentatively in 10 years operation for complete bus system taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, fire as well as accidental repairs (mechanical & body), tyre cut/ damage, broken lights and routine mechanical/ body repairs etc. inclusive of labor cost to and all value-added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (GPS Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS) as per IS: 16490, Feeding of Routes & Bus stops, scrolling messages as per the requirement of the Depots in Odia & English for manually as well as through GPS with Voice Announcement	"The Vehicle Manufacturers (VM) cum OEM directly and also through their authorized network meeting eligibility requirement shall be required to submit their comprehensive AMC offer for maintenance of buses up to 15,00,000 Kilometers tentatively in 10 years operation for complete bus system taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, routine mechanical repairs etc. inclusive of labour cost to ensure 98% for first 3 years / 95% rest of the contract period. The comprehensive AMC offer shall also be inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems, Vehicle Tracking System (GPS Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS), Heating Ventilation and Air Conditioning

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		System, Heating Ventilation and Air Conditioning (HVAC) System etc The OEM shall be required to carry out all accidental repairs of buses under comprehensive AMC whether attributable to the OEM or to the 1Purchaser or due to natural calamities.	(HVAC) System etc. The OEM shall be responsible for carrying out repairs/ maintenance/ servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ aggregates/ assemblies/ sub-assemblies etc.) Up to 15,00,000 Kilometers. The OEM shall be required to carry out all accidental repairs of buses under comprehensive AMC whether attributable to the OEM or to the TIA or due to natural calamities as per the actual cost for which separate purchase order will be provided."
10.	Pg No 73, Section 21.5, Salient Terms & Conditions of Comprehensive AMC	In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of OEM, this period shall be excluded while calculating the availability of the buses on monthly bases. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody, this period shall be excluded for calculating the availability of the bus...	The assured Fleet availability is calculating on the monthly basis of aggregate fleet basis rather than on a depot-specific basis.
11.	Pg No 73, Section 21.7, Salient Terms & Conditions of Comprehensive AMC	The buses must be regularly attended to at TIA Depots, and minor repairs should be promptly conducted to minimize any potential downtime. The OEM shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum attending time/ removal of breakdown bus shall be 4 hours within District HQs or in immediate vicinity of District HQs (i.e., time required for OEM's maintenance engineers to report to the site and attending the breakdown after a request call/email is made). Any delay beyond 4 Hrs will attract additional Pre-estimated damage of per day average revenue value. The OEM shall be required to maintain a minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam.	The charges for towing the bus will be in the scope of the purchaser.
12.	Pg No 73, Section 21.09, Salient Terms & Conditions of Comprehensive AMC	The TIA shall provide existing maintenance facilities available in the Depot on 'as is where is bases to the OEM.	The TIA will furnish the OEM with existing maintenance facilities at the Depot, including the status of upstream water and electricity supply, on an "as is, where is" basis.

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13.	Pg No 77, Section 22.8, Salient Terms & Conditions of Comprehensive AMC	The OEM shall be required to undertake bus-wise maintenance on regular basis to ensure at least 98% for first 3 years and 95% rest of the contract period Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 98% for first 3 years and 95% rest of the contract period Depot-wise availability, the OEM shall be liable for imposition of pre-estimated damages @ average revenue loss per day.	<p>The OEM shall be required to undertake bus-wise maintenance on regular basis to ensure at least 98% for first 3 years and 95% rest of the contract period Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 98% for first 3 years and 95% rest of the contract period Depot-wise availability, the OEM shall be liable for imposition of pre-estimated damages @ average revenue loss per day.</p> <p>The Maximum penalty in a month has been capped 10% of the monthly CAMC charges.</p>

By Order of the CMD, OSRTC

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FA & CAO,
OSRTC, Bhubaneswar