

Corrigendum-VII

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

RFP No. 1679 Date: 11/09/2023

No.1884/OSRTC/IMTR-11/2023

Date:30.10.2023

SI.No.	Section / Page No.	Existing Clause	Revised Clause
1.	Schedule-4.2 Bus Operation	The Operator shall provide duly licensed drivers, trained staff and personnel to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law.	<p>The Operator shall provide duly licensed drivers, trained staff and personnel to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law.</p> <ul style="list-style-type: none">• Selected bus operators should not engage any blacklisted/terminated driver without written approval from the Authority.• List of selected drivers must be approved by the Authority prior to their formal engagement.• The Authority reserves the right to remove or include any driver under respective Cluster Bus operation.• All selected drivers need to undertake a mandatory 7 days training (integrated training) and their completion certificate must be furnished within one month of completion of training. In case of failure towards producing such certificate, the Authority reserves the right to apply SLA upon the selected Bus Operator
2.	Addendum-I	Service Level Benchmark (Penalty)	In detail Service Level Benchmark attached as Annexure-I.

Deficiency And Incident Wise Damages/ Fines

Parameters	Baseline Standard	Methodology for Calculation	Period of Inspection/ Calculation	Penalty /Fine/Damages
Assured Fleet Availability	<p>The Operator will make available fixed portion of each lot of Contracted Buses for maintaining continued and uninterrupted operations of Bus Services as follows :</p> <p>New Buses : 93%, 92%, 91% of each Lot of New Contracted Buses on a shift basis in the 1st, 2nd and 3rd year of the Contract Period respectively, and 90% thereafter up-to the end of the Contract Period .</p>	<p>Fleet availability (in percent) = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100.</p> <p>A Bus to be considered as being available if.</p> <p>It does not start/begin its scheduled trip beyond (+/-) 10 minutes from Scheduled trip Time .</p> <p>It should complete at least 90% of its planned scheduled Kilometres.</p>	Daily	<p>Any breach in standard due to acts of omission and performance of the Operator (such as driver absenteeism, poor maintenance etc.), then damages/Penalty would be payable by the Operator to Authority equal to the revenue lost by Authority owing to such lower fleet availability.</p> <p>Illustration:</p> <p>Damages/Penalties payable for 86% Fleet Availability against requirement of 93% of Assured Fleet Availability.</p> <p>93% - 86% = 7% Unavailable Fleet</p> <p>Penalties payable for the day = 7% x Total assured fleet size for the particular type of Contracted Bus x ADR</p> <p>ADR is Average Daily Revenue per Contracted Bus for each type of Contracted Bus in relevant Lot/Category/Bus Type in the preceding [15 (fifteen)] days prior to the day for which the losses are being calculated.</p>

SINO	Operation or Maint.	Inspection Frequency	Assessment Area	Evaluation Parameter	Method/Tool of Evaluation	Performance	Penalty in Rs per instance/action
1	Maintenance	Monthly	Regularly	PUC Certificate /Emission levels	Manual Inspection with emission check equipment	PUC Certificate not available or not renewed	Rs 500 per bus
2	Maintenance	Daily	Safety	Brake, Hand Brake and clutch functioning	Manual Inspection	Defective brakes or clutch	Bus taken off service with availability based fine as above
3	Operation	Monthly	Regularly	Insurance as per MV Act	Manual Inspection	Not maintaining Insurance Policies as per MV act	Bus taken off service with availability based fine as above
4	Operation	Monthly	Safety	Fatal Accident for the entire fleet	OSRTC (Team) / ITMS	Each Instance of fatal Accident which occurred due to irresponsible driving and or poor maintenance	Rs 10,000 per fatal accident.
5	Operation	Monthly	Regularly	Vehicle Registration Certificate	Manual Inspection	Driver does not carry the correct vehicle registration certificates required as per law	Bus taken off service with availability based fine as above

Vehicle – Fine per deficiency per bus

SI No	Deficiencies	Fine in Terms of Charges per trip per Bus (in INR)
1.	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	2000
2.	Missing bus body panels on the exterior/interior of the bus	2000
3.	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	2000
4.	Dirty vehicle (i.e., dusty handrails, chairs and floor, litter of any kind on floor, foul odour; dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	2000
5.	Broken/damaged windows, fixed glass, front windshield or rear windshield	3000
6.	Fire Extinguisher missing or beyond expiry date	3000
7.	Malfunctioning passenger door	2000
8.	Broken/Loose/Missing Passenger Seat	3000
9.	Loose or missing handrails, roof grab rails and/or with Sharp edges	3000
10.	Visible dents more than 6" beyond 1 week on the bus exterior	3000
11.	Malfunctioning/Broken Light in the passenger compartment	3000
12.	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	3000
13.	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by Authority	3000
14.	Damage to the any vehicle tracking equipment or any ITMS device.	4000
15.	Deterioration of Bus Speed or AC Performance due to inefficiency/malfunctioning of Battery Pack AND /OR Any other System, sub system, part	3000
16.	Damaged Tyre	3000
17.	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	3000

Bus Operation – Fine shall be applied per incident.

SI No	Deficiencies	Fine in Terms of Charges per trip per Bus (in INR)
1.	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability	500
2.	Delay of more than 20 min beyond the end of shift.	500
3.	Driver not responding to more than 3 consecutive directions sent by Authority Corporate office.	500
4.	Stopping at Bus Station for longer than authorized by Authority	500
5.	Improper Docking of the Buses	500
6.	Letting passengers access bus at locations other than Bus Depots and Bus Stands or as designated by Authority	500
7.	Not stopping at Station designated as per Operating Plan unless authorized by Authority	500
8.	Stopping at Station not designated as per Operating Plan unless authorized by Authority	500
9.	Changing bus route without authorization of Authority	500
10.	LED TV display not working (in bus)	1000
11.	Break- down of Contracted Buses calculated in terms of number of break downs	<p>The Penalty per bus per instance shall be Rs. 5,000/-</p> <p>Penalty will be levied on the cancelled kms. If a bus is not operational or has breakdown, payment shall be made for the KMs covered by the Bus for all the fully completed trips for that day.</p>
12.	Punctuality (Adherence to timely delivery of vehicles post maintenance i.e., 30 minutes prior to departure schedule in the respective depots)	<p>For each case: In case the Operator fails to make the bus available before the scheduled time but provides the bus within 30 minutes after the schedule time , the Corporation shall levy a penalty of Rs.3000/- and if the bus is provided after 60 minutes of the scheduled time, the Corporation shall</p>

SI No	Deficiencies	Fine in Terms of Charges per trip per Bus (in INR)
		levy a penalty of Rs.4,000/-. In case the bus is not provided even after one (1) hours of scheduled time, the Corporation shall levy a penalty of Rs. 6,000/- If bus is not provided on scheduled time, it is at District Manager's discretion to assign the bus to any other schedule. If District manager assigns the bus to any other schedule, then the payment for that particular bus for that particular day shall be made on the actual km not on the assured Kilometers.
13.	Abandoning bus during operating hours on the roads (not limited to Bus Stations, Terminals and Bus Lane)	1000
14.	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	500
15.	Use of electronic equipment like Radio or Music system unless authorized by Authority	500
16.	Use of Cell phone by Driver while driving	500
17.	Driver not wearing clean uniform as designed by Authority	500
18.	Driver in drunken state	1000 (Operator shall change driver immediately)
19.	Misbehaviour by driver with Authority officials and with passengers	500
20.	Cause accident due to irresponsible driving	500
21.	Drive above speed limit set by Authority	500
22.	Withdrawal of bus for one day (i.e., of different days in a month) without permission (Penalty per day)	2000
23.	Non-performance of schedule trips without valid reasons	500
24.	Deliberate non-adherence of the schedule timings including late running	500 (Operator should change the driver before next working day)
25.	Driver committing fatal accident	1000 (Operator should change the driver before next working day)

SI No	Deficiencies	Fine in Terms of Charges per trip per Bus (in INR)
26.	Deliberate non-reporting to duty on time	500 (Operator should change the driver before next working day)
27.	Any other offence	As fixed by the Managing Director or officer empowered by him/her except overloading
28.	Insurance policy not in force	10000 (Liable for termination of agreement)
29.	Any bus provided for operation during the contractual period found deficient	The bus shall be terminated for operation of the Authority
30.	Parking buses in undesignated areas without prior permission	500
31.	PIS systems – serviceable / under break down repairs	500
32.	PIS systems – not installed as per Authority	500
33.	LED TV not working (in bus)	500
34.	LED TV not installed as per Authority	500
35.	Damage to the any vehicle tracking equipment or any ITMS devices	1000
36.	Non-working of CCTV	500
37.	Damage to driver dashboard	500
38.	Installation of any type of decoration or non-functional items inside or outside the vehicle, not originally installed in bus.	500
39.	Applicable operations related reports e.g., vehicle productivity data - vehicle wise, route and trip wise; Data about incidents / accidents / fatalities en-route along with cause-wise details;	1000
40.	Skipping of Designated Stops without Permission and Stopping and/ or Forcing Passengers to alight at Non-Designated Stops.	INR 500 / Stop Skipping Case INR 500 / Case As Identified through ITMS Reports, the Authority, Commuters, Random Checks

SI No	Deficiencies	Fine in Terms of Charges per trip per Bus (in INR)
41.	Unauthorized Stoppage	Authority will be provided with list of existing Bus stops to stop, if buses does not stop at the authorised stops declared in the existing/revised list then INR 1000 will be fined per case.
42.	Defects/Malfunctioning	INR 500 / Case- Malfunctioning Passenger Doors. INR 1000 / Case- Broken / Loose / Missing Passenger Seat INR 500 / Day / Case- Driving Buses with lights malfunctioning/ switched off, (head lights, taillights, indicator lights, brake lights) Broken side, front or back window, dents or impacts/ protruding covers/cases etc
43.	Disobedience and misbehaviour on the part of driver, owner, or his representative.	For each case: First default – Rs 300/- Second default- Rs 500/- Third default- Termination of driver, police case
44.	Smoking and usage of cell phone during driving	For each case: First default – Rs 500/- Second default- Rs 1000/- Third default- Termination of driver
45.	Drunken driving/Intoxicated state during driving	Penalty- Rs. 1000 Immediate Termination of driver for on duty drunken driving cases. For reporting to work in inebriated state, the driver(s) shall not be allowed to join the duty/board the bus. Alcohol testing of drivers prior to each trip is mandatory and shall be carried out by OSRTC officials. Operator deployed employees must adhere to instructions issued by OSRTC and shall not object to such tests. In addition to this random alcohol and other tests may also be conducted.
46.	Keeping the ITMS / OBU Equipment Switched off Even if it is Functional or tamper of such devices	INR 1000 / Bus / Day No of Cases / No items of ITMS / OBU Equipment
47.	Any other infraction identified and communicated to Operator by the Authority	500 up to 2000

Notes:

- All above-mentioned penalties are exclusive to each other.
- If the penalty for any three consecutive months is greater than equal to 10% of monthly billing amount, the penalty shall be capped at 10% of the monthly billing amount and the penalty slab will change to 15% of the monthly billing amount for the succeeding month(s); after falling into the penalty bracket of 15% of monthly billing amount, the penalty shall be capped at 15% for penalties greater than equal to 15% of monthly billing amount. However, for penalties less than 15% of total billing amount, penalties will be paid as per actuals. The selected bidder(s) need to ensure penalties less than 10% of the monthly billing amount for three consecutive months to fall back into the previous 10% slab bracket. (10% of total billing amount).
- OSRTC would have right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 15% of the monthly billing amount for three (3) consecutive months.
- **No operational penalty shall be imposed on the Operators for a period of 1 (one) month from the Commercial Operations Date (COD).**

Annexure VIII: Manufacture Authorization Form (MAF)

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

{This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer.}

To

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

Ref: Package 1/2/3/4 of RFP for “Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model”.

Dear Sir,

We, M/s (**Name of the OEM/Bus Manufacturer**) having factories / development facilities at (address of factory / facility) do hereby authorize M/s (**Name and address of the Bidder/PPP Bus Operator**) to submit a Bid and accept the Purchase Order against the above Bid Invitation. We hereby extend our full guarantee and warranty for the fully Built-in Buses along with its associated services offered by the Bus Operator as per the terms and condition of this RFP. Additionally, We pledge to provide unwavering support to the supplier in terms of necessary spare parts and maintenance throughout the entire duration of the contract.

We hereby grant full authorization to the mentioned firm in fulfilling all the necessary responsibilities related to the RFP, including technical support and maintenance obligations required under this RFP.

A. The OEM shall be responsible for the entire contract period, as per the GCC to be entered in between OSRTC & the selected bidder (Bus Operator) and shall abide by the following:

1. OEM Shall be responsible for manufacture and Supply of following fully Built-in Buses [its related equipment and compact sub-stations] as per the RFP specifications.

SI No	Bus Type	Specification
1	9m to 10m Fully built Non-AC Buses	As per RFP
2	9m to 10m Fully built AC Buses	As per RFP
3	12m Fully built AC Buses	As per RFP

2. Shall be responsible for all Type Approvals related to the Bus [compact sub-stations]
3. Shall be responsible for fulfilling guidelines of Central and State Government.
4. Shall be responsible for fulfilling all the compliances and Statutory norms & standards.
5. Shall be responsible for technical support, supply of materials/ spare parts/ units/ aggregates related to the buses supplied.
6. Shall be responsible for providing maintenance throughout the Contract.

[In case of suspension/termination of Bus Operator, the OEM shall continue its obligations the aforementioned service.]

Yours faithfully,

(Name of the Authorized Person & Seal of the
Manufacturer/OEM)

-Sd-

**General Manager(A),
OSRTC, Bhubaneswar**