

Addendum-I

**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.1741/OSRTC/IM(TR)-11/2023(Pt.I)

Date:30.09.2023

Sl.No	Section / Page No.	Add Clause
1		<p>Consortium Bids</p> <ul style="list-style-type: none">• In case a bid is submitted by a consortium of two or more firms/ companies (No. of members shall not be more than [3]) as consortium members, the members of consortium shall meet the following requirements:• A consortium (the “Bidding Consortium”) shall be considered bidder provided that one of the members of the consortium shall be nominated as the “Lead Bidder” and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.• The Lead Bidder shall submit the Bid to Authority and shall be liable towards fulfilling the obligations in this RFP {Annexure III, III(A)}.• The Bidder/ all members of the consortium shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN) for the Republic of India.• Each member of the consortium shall have a registered office (under the Companies Act 1956 with Registrar of Companies) and operations in India.• The Bidder / members of consortium should not be blacklisted/ barred by any Govt. Organization or Regulatory Agencies or Govt. Undertaking.• The Lead Consortium Member shall submit the Bid after legitimately paying the fees for the RFP and Bid Security as per the various terms, schedules and formats prescribed in this RFP .• The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium.

Format for Integrity Pact.

(On Bidder's letterhead)

To

The General Manager (Admin.)
Odisha State Road Transport Corporation (OSRTC)
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".**

Sir,

M/s..... (Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we accept all the provisions of INTEGRITY PACT of the Cluster - -II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model.

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium.

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] for bidding for Tender No. ["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" dated 11.09.2023.between

1. M/s., a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);
3. M/s., a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 3," which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Documents as may be required to be entered into with [Employer].

Party 1, Party 2, Party 3 and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party.

WHEREAS RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP , whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP , as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by Authority, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... [Insert name of the Lead Member], shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s.,

and M/s. [the names of all the other Members of the Consortium to be filled in here].

2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.
3. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP .
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this RFP .
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Bhubaneswar shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP , on behalf of the Bidding Consortium.
8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to Authority as stipulated in the RFP . The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.
 - a) It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by Authority.
9. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.
10. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and

liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

11. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP and if one or more Consortium Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

12. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of Authority.

13. This Consortium Agreement:

- a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party.
- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Authority.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through Authority, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party 1) [Signature of Authorized Representative]
..... [Name of the Authorized Representative] [Designation of the Authorized Representative]

Witness 1 [Signature of Witness 1]

Name:

Designation:

Witness 2 [Signature of Witness 2]

Name:

Designation:

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party 2) [Signature of Authorized Representative]
..... [Name of the Authorized Representative] [Designation of the
Authorized Representative]

For M/s. (Party 3) [Signature of Authorized Representative]
..... [Name of the Authorized Representative] [Designation of the
Authorized Representative]

Witness 1 [Signature of Witness 1]

Name:

Designation:

Witness 2 [Signature of Witness 2]

Name:

Designation:

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):
2. Roles and Responsibilities of the Party
3. Roles and Responsibilities of the Party

Annexure III (A): Format of Power of Attorney to Lead Member of Consortium

(On INR.50 Stamp Paper)

Whereas the (Name of the Authority), (the "Authority") has invited bids from interest parties for the (Name of the RFP) (the "Project"). Whereas and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at , and

M/s., having our registered office at..... , and

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s..... , having its registered office at , being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

For

(Executants)

(To be executed by all the Members of the Consortium)

Accepted

(Signature, name, designation and address of the Attorney)

Witnesses: 1.

Witnesses: 2.

Format for Bank Credit Assurance Form*
(On the Bank Letter Head)

To,

Date:

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 are writing in reference to the Bank Credit Assurance provided on behalf of our esteemed clients, M/s. The aforementioned clients exhibit a commendable CIBIL score and successfully meet all credibility milestones essential for engaging in bus operations within the specified RFP Cluster-I/II/III/IV as a Bus Operators.

In this regard, the bidding entity possesses a robust financial standing, demonstrating the capability to secure a credit worthiness of INR for Cluster-.....

Yours faithfully,

Name of the Authorized Person

Signature & Stamp of the Authorized person

***Note:**

The Bidder may submit this Bank Credit Assurance form during the time of Evaluation.

Specification for LED TV

For 9 Meters Buses	
Item Height	29.42 Centimetres
Item Width	48.8 Centimetres
Standing screen display size	36 Inches
Screen Resolution	1920 x 1080 or above
Screen Type	LED
Resolution	1,920 x 1,080 Pixels or above
Number of HDMI Ports	2 or above
Number of USB Ports (Type-A)	2 or above
Additional Ports	DP, DVI-D, Audio
Product weight	Maximum 2.5 Kilogram
Voltage	220 Volts
Power Source	Direct Current (DC)
Dimension	Rugged, vibration, shock and tamper proof metal housing, Anti-vibration installation with locking mechanism
Bezel	0.55 mm or lower
Certifications	BIS, Make in India, ARAI / CIRT certified
For 12 Meters Buses	
Item Height	29.42 Centimetres
Item Width	48.8 Centimetres
Standing screen display size	40 Inches
Screen Resolution	1920 x 1080 or above
Screen Type	LED
Resolution	1,920 x 1,080 Pixels or above
Product weight	Maximum 2.5 Kilogram
Number of HDMI Ports	2 or above
Number of USB Ports (Type-A)	2 or above
Additional Ports	DP, DVI-D, Audio
Voltage	220 Volts
Power Source	Direct Current (DC)
Dimension	Rugged, vibration, shock and tamper proof metal housing, Anti-vibration installation with locking mechanism
Bezel	0.55 mm or lower
Certifications	BIS, Make in India, ARAI / CIRT certified

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 10% of 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 X 10%.</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>

SI No	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 Km Charges per day per bus
1.	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	50
2.	Missing bus body panels on the exterior/interior of the bus	50
3.	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	50
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	50
5.	Broken/damaged windows, fixed glass, front windshield or rear windshield	25
6.	Fire Extinguisher missing or beyond expiry date	25
7.	Malfunctioning passenger door	50
8.	Broken/Loose/Missing Passenger Seat	25
9.	Loose or missing handrails, roof grab rails and/or with Sharp edges	25
10.	Visible dents more than 6" beyond 1 week on the bus exterior	25
11.	Malfunctioning/Broken Light in the passenger compartment	25
12.	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	25
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	25
14.	Damage to the any vehicle tracking equipment or any ITMS installed by Authority	200
15.	Deterioration of Bus Speed or AC Performance due to inefficiency/malfunctioning of Battery Pack AND /OR Any other System, sub system, part	100
16.	Damaged Tyre	100
17.	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	25

Bus Operation – Fine shall be applied per incident

SI No	Deficiencies	Fine in Terms of Km Charges per day per bus
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	25
2.	Delay of more than 20 min beyond the end of shift.	10
3.	Driver not responding to more than 3 consecutive directions sent by Authority Corporate office.	25
4.	Stopping at Bus Station for longer than authorized by Authority	25
5.	Improper Docking of the Buses	25
6.	Letting passengers access bus at locations other than Bus Depots and Bus Stands or as designated by Authority	25
7.	Not stopping at Station designated as per Operating Plan unless authorized by Authority	25
8.	Stopping at Station not designated as per Operating Plan unless authorized by Authority	25
9.	Changing bus route without authorization of Authority	25
10.	LED TV display not working (in bus)	50
11.	Bus breakdown during operating hours	25
12.	Abandoning bus during operating hours on the roads (not limited to Bus Stations, Terminals and Bus Lane)	200
13.	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25
14.	Use of electronic equipment like Radio or Music system unless authorized by Authority	25
15.	Use of Cell phone by Driver while driving	25
16.	Driver not wearing clean uniform as designed by Authority	25

SI No	Deficiencies	Fine in Terms of Km Charges per day per bus
17.	Driver in drunken state	100 (Operator shall change driver immediately)
18.	Misbehaviour by driver with Authority officials and with passengers	25
19.	Cause accident due to irresponsible driving	50
20.	Drive above speed limit set by Authority	25
21.	Withdrawal of bus for one day (i.e., of different days in a month) without permission (Penalty per day)	225
22.	Non-performance of schedule trips without valid reasons	50
23.	Deliberate non-adherence of the schedule timings including late running	25 (Operator should change the driver before next working day)
24.	Driver committing fatal accident	200 (Operator should change the driver before next working day)
25.	Deliberate non-reporting to duty on time	50 (Operator should change the driver before next working day)
26.	Any other offence	As fixed by the Managing Director or officer empowered by him/her except overloading
27.	Insurance policy not in force	10000 (Liable for termination of agreement)
28.	Any bus provided for operation during the contractual period found deficient	The bus shall be terminated for operation of the Authority
29.	Parking buses in undesignated areas without prior permission	25

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