

**REQUEST FOR PROPOSAL FOR  
SELECTION OF BUS OPERATOR FOR OPERATION AND MAINTENANCE OF BUSES  
ON GROSS COST CONTRACT BASIS FOR AMRITSAR BRTS PROJECT**

***Addendum 1***

**Date: 11 July 2016**

*This is an Addendum to the Request for Proposal (RFP) for Selection of Bus Operator for Operation and Maintenance of Buses on Gross Cost Contract (GCC) basis For Amritsar BRTS Project issued on 23<sup>rd</sup> May 2016. The addendum includes changes/modifications/additions/clarification are made with regard to the RFP conditions in response to the pre-bid queries raised and discussion with prospective bidders. Other terms and conditions of the RFP shall remain unchanged unless and otherwise provided in this addendum. This addendum 1 shall constitute part of the RFP document. In case of any difference/ variation in the provision of the RFP / Addendum(s) from the clarifications issued to the Pre-Bid Queries, the Provisions of the RFP/ Addendum(s) shall prevail. The Reply to Pre-bid queries shall in no way change the Provision of the RFP / Addendum(s).*

**Issuing Authority: Punjab Bus Metro Society (PBMS)**

Sr. No.	Clause no	Page No.	RFP Reference	To be read as												
<b>Part IV of the RFP: Instruction to Bidders</b>																
1	Clause 1.1 d)  Point no. 7 in Table	7	<table border="1" data-bbox="551 376 1227 451"> <thead> <tr> <th data-bbox="551 376 712 411">Sr. No.</th> <th data-bbox="712 376 1057 411">Key Features</th> <th data-bbox="1057 376 1227 411">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="551 411 712 451">7</td> <td data-bbox="712 411 1057 451">Emission norm</td> <td data-bbox="1057 411 1227 451">BS – VI</td> </tr> </tbody> </table>	Sr. No.	Key Features	Details	7	Emission norm	BS – VI	<table border="1" data-bbox="1272 376 1944 451"> <thead> <tr> <th data-bbox="1272 376 1433 411">Sr. No.</th> <th data-bbox="1433 376 1778 411">Key Features</th> <th data-bbox="1778 376 1944 411">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="1272 411 1433 451">7</td> <td data-bbox="1433 411 1778 451">Emission norm</td> <td data-bbox="1778 411 1944 451">BS – IV</td> </tr> </tbody> </table>	Sr. No.	Key Features	Details	7	Emission norm	BS – IV
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2	Clause 1.2 k) (iii)	9	<p>.....</p> <p>iii. Unavailability of Contracted Buses due to repair or servicing under the warranty terms shall not be considered.</p>	<p>.....</p> <p><i>iii. Unavailability of Contracted Buses due to any major pre-mature failures of any vital bus part (such as engine, suspension, key structural parts, driving and navigation devices, etc.) despite the Operator following the manufacturer’s guidelines relating to bus servicing, operation and maintenance diligently, and where the Manufacturer is not able to remedy such defect or failure within the “Repair or Replacement Time “ prescribed in Clause 36.3 (page 57) of Bus Procurement Contract between Authority and Manufacturer for supply of Buses, then, in such an event, such Bus or Buses shall be excused from Operator’s obligations under Assured Fleet Availability Clause 5.1 (j) of Bus Operator Agreement. The onus of sending the Bus promptly for repairs and proving such delay on part of the manufacturer and operating it as per the manufacturer’s guidelines shall rest with the Operator.</i></p>												
3	Clause 7.5 a)	29	.....from a nationalized bank .....	.....from a nationalized or Scheduled bank.....												

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<b>Part V of the RFP: Salient Features of the RFP</b>								
4	SL No. 21	35	SL No.	Particulars	RFP Provision	SL No.	Particulars	RFP Provision
			21	Fuel	(Second bulleted point) ..... on fixed Fuel Economy Rate of 3.5 kms /Ltr and the actual km run during the day .....	21	Fuel	(Second bulleted point) ..... on fixed Fuel Economy Rate of 2.8 kms /Ltr and the actual km run during the day .....
5	SL No. 27	36	SL No.	Particulars	RFP Provision	SL No.	Particulars	RFP Provision
			27	Basis of Payment.	..... which shall exclude fuel cost but include .....	27	Basis of Payment.	..... which shall exclude fuel cost as provided in Clause 15.8 of Annexure 10 (Bus Operator Agreement) but include .....
6	SL No. 29	36	SL No.	Particulars	RFP Provision	SL No.	Particulars	RFP Provision
			29	Guaranteed Kms Half yearly (per bus)	36,000 km per half year throughout the contract....	29	Guaranteed Kms Half yearly (per bus)	32,400 (Thirty-two Thousand Four Hundred only) km per half year throughout the contract....

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<b>Annexure 10 of RFP: Bus Operator Agreement</b>				
7.	<b>Clause 6.1 of Bus Operator Agreement (Annexure 10)</b>	<b>16</b>	.....from a nationalized bank, .....	.....from a nationalized or Scheduled bank, .....

Sr. No.	Clause no	Page No.	RFP Reference	To be read as
8	<p>Clause 5.1 (j) (iii) of Bus Operator Agreement (Annexure 10)</p> <p>and</p> <p>New clause 23.4 A introduced in Bus operator Agreement (Annexure 10)</p>	<p>15</p> <p>And</p> <p>47</p>	<p>.....</p> <p>iii. Unavailability of Contracted Buses due to repair or servicing under the warranty terms shall not be considered.</p>	<p>.....</p> <p>iii. <i>Unavailability of Contracted Buses due to any major pre-mature failures of any vital bus part (such as engine, suspension, key structural parts, driving and navigation devices, etc.) despite the Operator following the manufacturer’s guidelines relating to bus servicing, operation and maintenance diligently, and where the Manufacturer is not able to remedy such defect or failure within the “Repair or Replacement Time “ prescribed in Clause 36.3 (page 57) of Bus Procurement Contract between Authority and Manufacturer for supply of Buses, then, in such an event, such Bus or Buses shall be excused from Operator’s obligations under Assured Fleet Availability Clause 5.1 (j) of Bus Operator Agreement. The onus of sending the Bus promptly for repairs and proving such delay on part of the manufacturer and operating it as per the manufacturer’s guidelines shall rest with the Operator.</i></p> <p><b>A new sub-clause 23.4 A is hereby inserted in Bus Operator Agreement on page 47.</b></p> <p><b>23.4 A :</b> <i>Provided further that in the eventthe Contracted Buses suffer from any major pre-mature failures of any vital bus part (such as engine, suspension, key structural parts, driving and navigation devices, etc.) despite the Operator following the manufacturer’s guidelines relating to bus servicing, operation and maintenance diligently, and where the Manufacturer is not able to remedy such defect or failure within the “Repair or Replacement Time “ prescribed in Clause 36.3 (page 57) of Bus Procurement Contract between Authority and Manufacturer for supply of Buses, no Fines shall be applicable in respect of any deficiency / events described in this clause 23.</i></p>

Sr. No.	Clause no	Page No.	RFP Reference	To be read as
9	Clause 9.6 of Bus Operator Agreement (Annexure 10)	19	The Bus Depot shall be equipped with basic civil infrastructure including but not limited to the minimum facilities as specified in Annexure 5 with area commensurate with requirement for parking and maintaining the Contracted Buses.	The Authority shall attempt to equip the Bus Depot with basic civil infrastructure such as the facilities as specified in Annexure 5 for parking and maintaining the Contracted Buses. However such provision shall be on best efforts basis only and not binding on the Authority in any way.
10	Clause 15.7 d. i. of Bus Operator Agreement (Annexure 10)	26	<b>d. Guaranteed Km for operation</b> i. ....will be no fewer than 36,000 km per Bus (“Half Yearly Assured Bus Km”) .....	<b>d. Guaranteed Km for operation</b> i. .... will be no fewer than <b>32,400</b> km per Bus (“Half Yearly Assured Bus Km”) .....
11	Clause 15.8 of Bus Operator Agreement (Annexure 10)	29	<p>a) The Authority shall arrange for daily supply and filling of the diesel in the Contracted Buses which shall be consumed by the Contracted Buses for the Bus Services at the depot/ parking place allotted to the Operator at the end of the each operating day.</p> <p>b) The quantity of diesel to be provided shall be calculated based on fixed fuel economy rate of 3.5 kms /Ltr, and the actual km run during the day by the buses. The fuel economy rate shall remain unchanged throughout the Total Contract Period.</p> <p>c) Authority shall take utmost care to ensure uninterrupted supply of fuel to the Operator. In the event where the Authority shall not be in a position to supply fuel even after its best efforts and for the reason not attributable to the Authority, Operator</p>	<p>a) The Authority shall arrange for daily supply and filling of the diesel in the Contracted Buses which shall be consumed by the Contracted Buses for the Bus Services at the depot/ parking place allotted to the Operator at the end of the each operating day.</p> <p>b) <i>The quantity of diesel to be provided shall be arrived at by dividing the Bus Kilometers logged as defined in Clause 15.2 of the Bus Operator Agreement by a Fixed Fuel Economy Rate of (i) 2.8 Km/Ltr or (ii) as per average of actual fuel consumption per litre through a period of 12 months, whichever is higher. The actual shall be measured by keeping an account of the diesel provided and Bus Kilometers logged during the year with periodic adjustments being made at the end of every month if so required, with final reconciliation made at the end of the year. In the event of the Fuel Efficiency Rate being lower than 2.8 km/litre, operator will bear the cost of additional consumption of diesel required.</i></p>

Sr. No.	Clause no	Page No.	RFP Reference	To be read as
			<p>shall assure that the Bus Services shall not be suspended owing to shortage of fuel and shall arrange required fuel at its own cost for continuous Bus Services for the next day.</p> <p>d) In above situation Authority shall reimburse the amount spent by the Operator on purchase of fuel during the next Payment Period upon submission of valid and requisite documentary evidences.</p>	<p>c) <i>For purpose of dispensing fuel, Authority shall endeavor to install a fuel pump/dispenser at the Depot or Parking Lot. Until such time that the fuel dispenser is installed, or for any such time when the fuel dispenser is in-operational for any reason, the Operator will make arrangements for refueling and purchase of fuel at the cost of the Authority at nearby Fuel Station in consultation with the Authority. The Operator shall submit, for approval of the Authority, three options for refueling of buses located nearby to the Depot/Parking Space. The Authority shall approve and designate any fuel station suggested by the Operator. The Authority shall provide the fuel required for making trips to the designated Fuel Station for refilling, (or re-imbure the fuel cost to the Operator incurred). It is to be noted that a Contracted Bus shall be dispatched for full tank refueling only after 75% of fuel from previously refilled full tank is consumed.</i></p> <p>d) <i>The additional quantity of fuel to be supplied to the Operator for refilling, in the circumstances as defined in c) above, shall be lower of the following: (i) equivalent of 2.5% of the fuel quantity refilled, or (ii) based on actual consumption at the Fixed Fuel Economy Rate described in clause b) above for the distance travelled by the Buses from the Depot / Parking Place to the designated refueling station.</i></p> <p>e) <i>Authority shall attempt to arrange for an uninterrupted supply of fuel to the Operator. In the event the Authority is not in a position to do so despite its best efforts, the Operator shall assure that the Bus Services are not suspended or affected owing to shortage of fuel and shall arrange required fuel at its own cost for continuous Bus Services for the next day. In above situation Authority shall reimburse the cost of such fuel to the Operator during the next</i></p>

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				<p><i>Payment Period upon submission of valid and requisite documentary evidences.</i></p> <p>f) <i>No penalty or damages to be levied on the Operator if he fails to maintain fuel economy as specified in sub clause 15.8 b) above at any time during the Agreement Period.</i></p>
12	<b>18.5 of Bus Operator Agreement (Annexure 10)</b>	<b>32</b>	In the event the Operator fails to maintain the security of the Contracted Buses and the assets owned by the Authority and handed over to Operator. If there is any theft or damage of bus component/spare parts/hardware/software/instrument, then the Operator shall reinstall/re-instate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification after giving prior written notice to the Authority.	In the event the Operator fails to maintain the security of the Contracted Buses and the assets owned by the Authority and handed over to Operator or If there is any theft or damage of bus component/spare parts/hardware/software/instrument, <i>including Intelligent Transit Management System (ITMS/ ITS) fitments</i> , then the Operator shall reinstall/re-instate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification after giving prior written notice to the Authority. <i>In the Event the operator is does not reinstall/re-instate the same, the Authority shall recover the cost of any such re-installation or re-instatement from the Operator. Such cost shall be recovered from deduction in regulator payments or encashment of Performance Bank Guarantee.</i>
13	<b>20.1.1 u. of Bus Operator Agreement (Annexure 10)</b>	<b>35</b>	..... shall be borne by the Operator.	<p>..... shall be borne by the Operator.</p> <p>For avoidance of doubt, the disposal rights with respect to sale of scrap generated during routine and periodic maintenance of the buses shall rest with the Operator, including the right to keep the sale proceeds.</p>



Sr. No.	Clause no	Page No.	RFP Reference	To be read as
14	Clause 31.1.2 of Bus Operator Agreement (Annexure 10)	57	..... earliest mutual convenience and in any event within [15(fifteen)] days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within [15(fifteen)] days of such meeting,.....	..... earliest mutual convenience and in any event within <b>[30(Thirty)]</b> days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within <b>[30(Thirty)]</b> days of such meeting,.....
15	Clause 33 of Bus Operator Agreement (Annexure 10)	59	Any payments due under any clause of this Agreement to either Party by the other Party which is delayed beyond the time stipulated in this Agreement, and for which payment for any extended time has not been permitted through mutual agreement in writing between the Parties, shall be paid along with interest at the rate of [SBI Prime Lending Rate + 2%] pa on the delayed amount for the delayed time.	<p><i>“Any payments due under any clause of this Agreement to either party by the other party which is delayed <b>beyond 60 days</b> from the time stipulated for such payment in this Agreement and for which payment for any extended time has been permitted though mutual agreement in writing between the parties shall be paid, along with a <b>penal</b> interest at the rate of SBI Base Rate + 2% pa on the delayed amount for the delayed time. The payment of such penal interest shall be subject to the following :</i></p> <ul style="list-style-type: none"> <li><i>• The party expecting to receive the payment has provided all documents / invoices and other clarifications that may be required or may be additionally requested to the reasonable satisfaction of the counter party</i></li> <li><i>• the party required to make the payment has raised the request for such additional documents, information, clarification (or any other objection), within a time of ten (10) days from receipt of demand for payment, and any delay in such request beyond this period shall be on account of the payee party ”</i></li> </ul>

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16	Annexure 2 to Bus Operator Agreement (Annexure 10)	66	<p><b>2: Performance Review System (Bus Operations )</b></p> <p>1. Fines to be calculated per month basis.</p> <table border="1" data-bbox="551 424 1236 679"> <thead> <tr> <th data-bbox="551 424 631 533">Sr. No.</th> <th data-bbox="631 424 804 533">Quality Parameters</th> <th data-bbox="804 424 1077 533">Specified service quality levels</th> <th data-bbox="1077 424 1236 533">Fine Km for violation</th> </tr> </thead> <tbody> <tr> <td data-bbox="551 533 631 679">1</td> <td data-bbox="631 533 804 679">Trip Efficiency</td> <td data-bbox="804 533 1077 679">95% of scheduled trips of total trips scheduled for the month</td> <td data-bbox="1077 533 1236 679">100 kms if lower than 95%</td> </tr> </tbody> </table>	Sr. No.	Quality Parameters	Specified service quality levels	Fine Km for violation	1	Trip Efficiency	95% of scheduled trips of total trips scheduled for the month	100 kms if lower than 95%	<p><b>2: Performance Review System (Bus Operations )</b></p> <p>1. Fines to be calculated per month basis.</p> <table border="1" data-bbox="1270 424 2119 1303"> <thead> <tr> <th data-bbox="1270 424 1350 533">Sr. No.</th> <th data-bbox="1350 424 1592 533">Quality Parameters</th> <th data-bbox="1592 424 1805 533">Specified service quality levels</th> <th data-bbox="1805 424 2119 533">Fine Km for violation</th> </tr> </thead> <tbody> <tr> <td data-bbox="1270 533 1350 1303">1</td> <td data-bbox="1350 533 1592 1303">Trip Efficiency (percent of Completed trips to Scheduled trips )</td> <td data-bbox="1592 533 1805 1303">Trip Efficiency of 95%</td> <td data-bbox="1805 533 2119 1303"> <ul style="list-style-type: none"> <li>• 100 km per bus for Trip Efficiency less than 95% and up-to 90%</li> <li>• 200 km per bus for Trip Efficiency less than 90% and up-to 85%</li> <li>• 300 kms per bus for Trip Efficiency less than 85%</li> </ul> <p><b>Note :</b> In the event of Trip efficiency being below 85% for any two consecutive months, or less than 80% in any particular month, it shall be considered an Operator event of default.</p> </td> </tr> </tbody> </table>	Sr. No.	Quality Parameters	Specified service quality levels	Fine Km for violation	1	Trip Efficiency (percent of Completed trips to Scheduled trips )	Trip Efficiency of 95%	<ul style="list-style-type: none"> <li>• 100 km per bus for Trip Efficiency less than 95% and up-to 90%</li> <li>• 200 km per bus for Trip Efficiency less than 90% and up-to 85%</li> <li>• 300 kms per bus for Trip Efficiency less than 85%</li> </ul> <p><b>Note :</b> In the event of Trip efficiency being below 85% for any two consecutive months, or less than 80% in any particular month, it shall be considered an Operator event of default.</p>
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17	Annexure 11 of RFP	57	Annexure 12 Specification Of Contracted Buses and Indicative Delivery Schedule  <b>Annexure 11 A – Bus Specifications</b>	<del>Annexure 12 Specification Of Contracted Buses and Indicative Delivery Schedule(deleted)</del>  <b>Annexure 11 A – Bus Specifications</b>
18	Annexure 11 of RFP	58	Annexure 13 Specification Of Contracted Buses and Indicative Delivery Schedule  <b>Annexure 11 B – Detailed layout of the Bus</b>	<del>Annexure 13 Specification Of Contracted Buses and Indicative Delivery Schedule(deleted)</del>  <b>Annexure 11 B – Detailed layout of the Bus</b>
19	Annexure 11 of RFP	59	Annexure 14 Specification Of Contracted Buses and Indicative Delivery Schedule  <b>Annexure 11 C – Catalogue of the spare parts</b>	<del>Annexure 14 Specification Of Contracted Buses and Indicative Delivery Schedule(deleted)</del>  <b>Annexure 11 C – Catalogue of the spare parts</b>