

Request for Proposal

Through e-procurement Portal of Government of NCT of Delhi
(<https://govtprocurement.delhi.gov.in>)

For

*Comprehensive Annual Maintenance Contract
of
CNG Propelled Low Floor
Non-AC and AC Buses of Tata Make
in Packages A, B and C*

Package B

RFP NUMBER: **DCGM/SBU/950-B/2021**

Issued By



DELHI TRANSPORT CORPORATION

(Government of NCT of Delhi)

Tender Cell, Room No. 207, IP Estate,
New Delhi – 110 002, India

Phone: 91 (11) 26511700, 26511638, 26511699

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Website: <http://dtc.nic.in>

Request for Proposal

Through e-procurement Portal of Government of NCT of Delhi
(<https://govtprocurement.delhi.gov.in>)

For

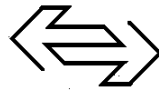
*Comprehensive Annual Maintenance Contract
of
CNG Propelled Low Floor
Non-AC and AC Buses of Tata Make
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Part I: Instructions to Bidders

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DISCLAIMER

The information contained in this Request for Proposal (“RFP”) Document, by or on behalf of the Delhi Transport Corporation (“DTC”), and such other terms and conditions as DTC may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

This RFP Document is not an agreement and is not an offer or invitation by DTC, to any other party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for DTC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

DTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise including the accuracy, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document is only indicative and DTC, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the comprehensive annual maintenance of Non-AC and AC CNG Propelled Low Floor Buses of Tata make in relation to which it is being issued.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DTC, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

DTC, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be uploaded on the e-procurement website of Government of National Capital Territory of Delhi (GNCTD). No part of this RFP Document and no part of any subsequent correspondence by DTC, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. DTC, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that DTC is bound to select a Bidder or to appoint a Contractor.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain with the Bidder and DTC, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. DTC, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against DTC, their employees and advisors.

DELHI TRANSPORT CORPORATION
(GOVERNMENT OF NCT OF DELHI)
Strategic Business Unit, Hauz Khas Bus Terminal, New Delhi – 110 002
Phone: 91-11-26511638, e-mail: dcgmsbu@dtc.nic.in

**NOTICE INVITING E-TENDER: REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE
ANNUAL MAINTENANCE CONTRACT OF CNG PROPELLED LOW FLOOR NON-AC AND AC
BUSES OF TATA MAKE**

RFP Number: DCGM/SBU/_____/2021

Delhi Transport Corporation (DTC) invites Bids from eligible Bidders as per RFP through e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) for Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC and AC Buses of TATA Make as described in RFP:

BRIEF SCHEDULE OF REQUIREMENTS:

Item No.	Description of Work	Period of Contract	Tendered Quantity (Nos.)	Bid Security	Due Date and Time of Opening of Bids
1	Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC Buses (Model nos. TATA Make as described in RFP in three distinct Packages:	Four Years	Package A - 857 Buses Package B - 885 Buses Package C - 902 Buses	Bidders are required to sign and submit a Bid Security Declaration in lieu of Bid Security	30th September 2021, at 1530 Hrs.

The Bid Document can be downloaded from the e-procurement portal of GNCTD (<https://govtprocurement.delhi.gov.in>) and website of DTC (<http://dtc.nic.in>)

PRE-BID MEETING: A Pre-Bid Meeting will be held on **8th September 2021 at 1500 Hrs** at Head Quarter, Delhi Transport Corporation, I P Estate, New Delhi-110002, with the prospective Bidders for the purpose of holding discussions and for providing clarifications on the RFP Document by DTC.

SUBMISSION OF BIDS: Complete Bid (separately for Techno-Commercial Bid & for Price Bid) in the prescribed format should be uploaded/ submitted through e-procurement Portal of Government of NCT of Delhi on or before **30th September 2021, by 1500 Hrs.**

FOR MORE DETAILS OF TENDER, LOG ON TO E-PROCUREMENT PORTAL OF GOVERNMENT OF NCT OF DELHI OR DTC WEBSITE.

Sd/-
Dy. CHIEF GENERAL MANAGER (SBU)
dcgmsbu@dtc.nic.in

DEFINITIONS & ABBREVIATIONS

In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. “**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;
2. “**Bid**” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including the Techno-Commercial proposal and Financial proposal along with all other documents forming part and in support thereof;
3. “**Bid Declaration Certificate in lieu of Bid Security**” shall have the meaning ascribed to it in Section V ‘Instructions to Bidders’;
4. “**Bidder**” means interested party who is eligible to submit its proposal in accordance with the RFP Document;
5. “**Bidding Process**” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP;
6. “**CMD**” means the Chairman-cum-Managing Director of DTC;
7. “**Contract Agreement**” or “**Contract**” means and includes ‘Letter of Acceptance’, complete RFP Document including ‘Bid Invitation Notice’, ‘Instructions to Bidders’, ‘Conditions of Contract’, ‘Schedule of Requirements’, ‘Technical Specifications’, ‘Technical Evaluation Proformas’, ‘Price Schedule’, ‘Annexures’ and includes any extension and/or repeat order accepted or acted upon by the Contractor and a formal agreement, if executed;
8. “**Contractor**” means the company with whom the Contract for the Comprehensive Annual Maintenance is placed and shall be deemed to include the Contractor's successors (approved by the DTC), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract;
9. “**Deadline for Submission of Bids**” or “**Bid Due Date**” shall mean the last date and time for uploading/ submission of Bids as set-forth in Section III-B of this RFP under the heading “**Schedule of Bidding Process with Key Details**” or such other date / time as may be decided by DTC in its sole discretion and notified to the Bidders by dissemination of requisite information in this behalf on the E-Procurement Portal of Government Of NCT Of Delhi and/ or DTC Website and / or in writing either by email or by facsimile or by registered post;
10. “**Departmental Committee for Extension of AMC**” shall mean Committee constituted by the Managing Director of DTC comprising of departmental members from technical, finance, operations and stores department, or any other members as may be decided by MD, DTC;
11. “**DTC**” means the Delhi Transport Corporation and its authorized successors and assignees

at all times;

12. “**DTC Website**” means the website of DTC which, at present has the following URL – <http://dtc.nic.in>;
13. “**E-procurement Portal**” means <https://govtprocurement.delhi.gov.in>;
14. “**Effective Date**” of the Contract shall mean the date on which the ‘Letter of Acceptance’ (LOA) is issued by the DTC;
15. “**Encashment Notice**” shall have the meaning, the notice issued to the Contractor by the DTC for encashment of bank guarantee pursuant to the terms of the Contract;
16. “**Government**” means the Government of National Capital Territory of Delhi (GNCTD) or Government of India as is relevant in the context;
17. “**Inspecting Officer**” means the person(s), firm(s) or organization nominated by the DTC for the purpose of inspection of maintenance work under the Contract and includes its/ their authorized representative;
18. **Inspections:**
 - i) “**Preventive, Service and Docking Inspection**” of Buses means the inspection of Buses to be carried out by the DTC or its authorized representative as per the maintenance schedule for servicing and different docking at various kilometer coverage as per the recommendations of the vehicle manufacturer;
 - ii) “**Accident Inspection**” of Buses means inspection of the accidental Buses to be carried out by the DTC or its authorized representatives on furnishing of accident information report to be filled after inspection by the contractor at the gate while entering of the bus in the depot as per Annexures enclosed with this RFP.
 - iii) “**Daily Inspection**” before outshedding of the buses and inspection after attending the defect/ breakdown reports lodged by drivers.
 - iv) “**Seasonal Check points inspection**” of the buses for the additional points for inspection in accordance to the season in addition to the Preventive, Service and Docking Inspection as above.
 - v) “**Random Inspection**” the buses can be inspected any time in the Depots or online by the Depot, Regional, Corporate, Vigilance/ officials/officers;
19. “**Letter of Acceptance**” means the letter or memorandum communicating to the successful Bidder the acceptance of its Bid and includes an advance acceptance of its Bid;
20. “**Maintenance Premises**” means the Depots of the DTC at which the Buses shall be maintained;
21. “**Material**” means anything used in the maintenance or repairing of the Buses;

22. “**MD**” means the Managing Director of DTC;
23. “**OEM**” or “**Original Equipment Manufacturer**” shall mean manufacturer of any part/ component/ assembly fitted in the CNG buses in the chassis (including aggregates, sub-aggregates, components of power train) by the VM;
24. “**Particulars**” include –
 - i. Technical Specifications;
 - ii. Drawings;
 - iii. "Proprietary Mark" or "Brand" meaning the mark or brand of a product which is owned by an Industrial firm;
 - iv. Any other details governing of the maintenance or repairing of buses as may be prescribed by the Contract;
25. “**PIS**” means Passenger Information System whereby and where under passengers shall be informed, inter alia, of approaching bus stops inside the Buses;
26. “**Purchase Officer**” means the officer signing the “Letter of Acceptance” and includes any officer who has the authority to execute the relevant Contract on behalf of the DTC;
27. “**Purchaser / DTC**” means Chairman-cum-Managing Director/ Managing Director, Delhi Transport Corporation, Indraprastha Estate, New Delhi - 110 002 or its authorized representatives;
28. “**RFP**” and / or “**RFP Document**” means this ‘Request for Proposal’ document comprising the sections namely Disclaimer, Background, Bid Invitation Notice (BIN) and Key Details, Definitions and Abbreviations, Instructions to Bidders (ITB), Conditions of Contract, Schedule of Requirements (SOR), Technical Specifications (TS), Technical Evaluation Proforma (TCEP), Price Schedule (PS) and Bid Forms, Annexures and other Formats and any applicable Schedules thereto;
29. “**Service Kilometers**” shall mean total kilometres run by the buses including for operations, in depot, for MVI, CNG Leakage, PUCC etc. as per driver memo and DTC’s control room, but exclude the kilometres run by bus in case of failure of the bus in MVI, CNG Leakage or PUCC. DTC’s decision regarding Service Kilometers shall be final and binding. The kilometerage recorded by the bus in the duty memos shall be regularly transferred to the log books of the buses for record and for calculating payment of Comprehensive Annual Maintenance Charges.
30. “**Services**” means services ancillary to the maintenance of the Buses for the contract period like insurance, statutory requirements etc.;
31. “**Signed**” means signed and stamped;
32. “**Site**” means the place specified in the Contract at which any work is required to be executed

- by the Contractor under the Contract or any other place approved by the DTC for the purpose;
33. "**Sub-Contractor**" means any person, firm or company approved by the DTC, from whom the Contractor may obtain any ancillary services;
 34. The terms "**Successful Bidder**", "**L1 Bidder**", and / or "Contractor" shall mean the Bidder who qualifies the Technical proposal stage and the Financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by DTC;
 35. "**Test**" means such test(s) as is/ are prescribed by the DTC or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the DTC/ Inspecting Officer;
 36. "**Vehicle Manufacturer**" or "**VM**" shall mean Tata Motors Ltd., or any other manufacturer of CNG buses, as the context may require;
 37. "**Works**" means all the works specified or set forth and required in and by the said 'Technical Specifications', 'Conditions of Contract', 'TCEP', 'Drawings' and 'Schedule of Requirements', 'Bid Forms', 'Annexures' and other Formats' hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and 'Schedule of Requirements' and also in such additional instructions shall from time to time, during the progress of the work hereby contracted for, be supplied by the DTC;
 38. "**Writing**" or "**Written**" includes matter, either in whole or in part, in manuscript, type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be;
 39. Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

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Part II	Draft Contract Agreement

Part I: Instructions to Bidders

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1 Project Overview

1.1 Brief Description of the Project

- 1.1.1 DTC has 2644 low floor CNG propelled buses of TATA make, which were procured from Tata Motors Ltd. during the years 2007 to 2010. The buses comprise 1840 Non-AC buses (Model nos. TATA LPO 1623/63 RE CNG AT/ AT BG V2 STAR BUS) and 804 AC buses (Model nos. TATA LPO 1625/63/1623/63 RE CNG AT/AT BG V2 AC STAR BUS). The buses are fitted with Automatic Transmission, Air Suspension, Power Steering, Electro-Pneumatically operated doors and LED Destination Board System (LDDBS).
- 1.1.2 These buses are currently being maintained by Tata Motors or its service providers under comprehensive annual maintenance contracts. Out of these buses, 1644 buses are under comprehensive annual maintenance contracts for up to 7,50,000 kms. and 1000 buses are under extended comprehensive annual maintenance contracts up to additional 1,20,000 kms. of operations, beyond 7,50,000 kms.
- 1.1.3 Now, DTC intends to award comprehensive annual maintenance contracts for these 2644 buses, in three distinct packages, to contractors selected through this bid process. The contractors shall be responsible for undertaking comprehensive annual maintenance of buses, including accidental repairs, for up to 15 years from the date of registration of buses.

1.2 General

- 1.2.1 DTC invites Proposals through e-procurement portal (<https://govtprocurement.delhi.gov.in>), from eligible entities for Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC & AC Buses of TATA Make, in three distinct Packages (“Projects”). The aforesaid buses have been classified into three (3) packages:

S.No.	Package	Tentative No. of Buses		
		Non-AC	AC	Total
a.	Package A	586	271	857
b.	Package B	536	349	885
c.	Package C	718	184	902
	Total	1840	804	2644

The package-wise details of buses and depots are provided as Appendix 19. However, DTC may change the number of buses and/or depots in different Packages or add/handover additional depots, at any time.

- 1.2.2 The Contractors shall be required to undertake proper comprehensive annual maintenance to ensure trouble free services of Buses in the designated DTC depots, for up to 15 years from the date of registration of the buses for complete bus system inclusive of labour,

consumables, spare parts, assemblies/ sub-assemblies, aggregates, systems/ sub-systems etc., taking into account preventive/ docking maintenance, normal wear & tear, minor/ major repairs/ over-hauling and on-road breakdowns as well as accidental repairs, tyre damage etc. during the contract period. Only CNG fuel shall be provided by the DTC during the contract period for operations of the buses.

- 1.2.3 The buses which have already completed 7,50,000 kms (or 8,70,000 kms. in case of buses with extended maintenance contract with Tata Motors) will be handed over to the Contractors, immediately upon award of work and remaining buses will be handed over to the Contractors, as and when they complete 7,50,000 kms. or 8,70,000 kms., as the case may be. The status in respect of tentative kms completion of total available 2644 nos. TATA make buses with the Corporation as on 30th September, 2021 is as below:

Sl. No.	Estimated Kms. Covered (as on 30th Sept 2021)	No. of Buses (%)
1	Less than 7,50,000 kms.	58%
2	7,50,001 to 8,10,000 kms.	22%
3	8,10,001 to 8,70,000 kms.	18%
4	8,70,001 kms. and above	01%

The package-wise percentage of buses with different slabs of kilometers covered as on 30th September 2021 may vary.

- 1.2.4 An agreement for comprehensive annual maintenance of buses (“Contract Agreement”) with technical specifications and performance standards will be executed between DTC and the Successful Bidders for each Package.

1.3 Brief Description of Bidding Process

- 1.3.1 DTC intends to follow a single stage bidding process with two bids system (“Bidding Process”) through e-procurement portal for selection of contractor(s) for comprehensive annual maintenance contract of buses. This process involves selection of Successful Bidder(s) as specified in this RFP Document (the “Bidders”).
- 1.3.2 RFP Document follows a two stepped approach comprising:
- Qualification Phase: Shortlisting of Bidders based on qualification criteria (“Shortlisted Bidders”)
 - Proposal Phase : Evaluation of Price Proposals received from Shortlisted Bidders (“Successful Bidder”)
- 1.3.3 DTC invites proposals from interested parties in response to this RFP Document for comprehensive annual maintenance contracts for 2644 buses (1840 Non-AC and 804 AC), in three packages. Each of such Packages shall be treated as individual and distinct projects.

- 1.3.4 A Bidder can bid for any one or more Packages. However, Financial Capability of a Shortlisted Bidder shall be adjusted (reduced) to reflect the Project won by such Successful Bidder.
- 1.3.5 As a part the Bidding Process, the business entities and interested parties will be required to submit two bids containing: (i) Technical Submissions; and (ii) Price Proposal as part of their proposal package through e-procurement portal of GNCTD.
- 1.3.6 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, Bid Security Declaration and other such compliances and further to evaluate the technical capability and financial capability in accordance with the Evaluation Methodology set out in this RFP Document. At the end of this Qualification Phase, DTC intends to prepare and release a list of Shortlisted Bidders for each Project.
- 1.3.7 Price Proposal of only Shortlisted Bidders shall be opened.
- 1.3.8 Price Proposal shall be opened in terms of Clause 3.8.4 to identify Successful Bidder for each Project.
- 1.3.9 The Successful Bidder for each Project would then be required to enter into a Contract Agreement with DTC, draft of such Contract Agreement is attached as Part– II of this RFP Document.
- 1.3.10 Details of the process of selection, including the schedule of Bidding Process (as provided in **Appendix 1** to this RFP Document), is set out in this RFP Document.

2 Instruction to Bidders

A. General

2.1 INTRODUCTION

- 2.1.1 DTC wishes to seek responses to the RFP Document in the form of proposal (“Proposal”) in terms of Clause 2.1.1.
- 2.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the “Evaluation Methodology”) in order to identify the Successful Bidder for the Project (hereinafter referred to as the “Successful Bidder”). The Successful Bidder would then be required to enter into an agreement (hereinafter the “Contract Agreement”) with DTC as per the draft set forth in Part – II of this RFP Document and perform the obligations as stipulated therein, in respect of the Project.
- 2.1.3 Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Contract Agreement.
- 2.1.4 Pursuant to the release of this RFP Document, DTC shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents to be provided to DTC pursuant to this RFP Document including annexure thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by DTC.
- 2.1.5 The Bidding Documents including this RFP Document and all attached documents are and shall remain the property of DTC and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. DTC will not return any Proposal or any information provided along therewith.
- 2.1.6 The Bidders are expected to examine all the aspects related to the Comprehensive Annual Maintenance Contract of Buses in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for undertaking Comprehensive Annual Maintenance Contract of Buses.
- 2.1.7 The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the Contract Agreement or DTC’s right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFP

Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by DTC.

2.1.8 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.1.9 This RFP Document is not transferable.

2.2 Eligible Bidders

2.2.1 The Bidders eligible for participating in the Request for Proposal process shall be any one of the following:

- A company incorporated under the Companies Act, 1956/2013

Or

- Two companies incorporated under the Companies Act, 1956/2013 with a formal intent to enter into an agreement or under an existing agreement to form a Consortium (the "Consortium"). A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.3 below.

2.2.2 No bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

2.2.3 The Bidder should submit a Power of Attorney as per the format enclosed at **Appendix 3**, authorising the signatory of the Proposal to commit the Bidder.

2.2.4 Notwithstanding anything stated elsewhere in these documents, DTC shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to DTC. A Bidder may be disqualified if it is determined by DTC, at any stage of the process, fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by DTC.

2.2.5 A Bidder or member of Consortium which has earlier been barred by DTC / any other entity of GNCTD or blacklisted by any state government or central government / department / agency in India shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in **Appendix 8**.

2.2.6 In addition to the eligibility requirements specified in this clause, the Bidder shall be required to meet Technical Capability and Financial Capability criteria specified in clauses 3.2 and 3.3 respectively.

2.3 Additional Requirements for Proposal Submitted by a Consortium

- 2.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.
- 2.3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 2.3.3 Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at **Appendix 4** authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
- 2.3.4 Proposals submitted by a Consortium should comply with the following additional requirements:
- (a) the number of members in the Consortium would be limited to two (2);
 - (b) the Proposal should contain the information required from each member;
 - (c) the Proposal should include a description of the roles and responsibilities of all the members;
 - (d) Members of the Consortium shall nominate one member as the Lead Member;
 - (e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
 - (f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 4**; and
 - (g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under **Appendix 9** for the purpose of submission of the Proposal.

The MoU should, inter alia,

- (i) clearly outline the proposed roles and responsibilities of each member of the Consortium;
- (ii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Contract Agreement; and
- (iii) clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

- 2.3.5 Any change in the composition of a Consortium shall not be changed.

2.4 Number of Proposals

Each Bidder shall submit only one (1) Proposal for a Package in response to this RFP Document. However, a Bidder can submit its Proposals for more than one Package. Subject to Clause 4.6, any entity, which submits or participates in more than one Proposal for any Package will be disqualified and will also cause the disqualification of Consortium in which it is a member.

2.5 Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. DTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.6 Verification of Documents

DTC, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document. Failure of the DTC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DTC thereunder.

2.7 Contents of RFP Document

The RFP Document consists of two parts and would include any addenda issued in accordance with Clause 2.9.1.

Part I	Instructions to Bidders
Part II	Draft Contract Agreement

2.8 Clarifications by Bidders

- 2.8.1 Bidders requiring any clarification on the RFP Document may notify DTC in writing or by facsimile within such date as specified in the Schedule of Bidding Process set forth in **Appendix 1**. DTC may at its sole discretion, forward to all Bidders, copies of DTC's response, including a description of the enquiry but without identifying its source. Bidders shall have to post queries by email to dcgmsbu@dtc.nic.in.

"Queries/Request for Additional Information:

RFP Document for Comprehensive Annual Maintenance Contract of Non-AC and AC CNG Propelled Low Floor Buses of TATA Make"

- 2.8.2 DTC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring DTC to respond to any question or to provide any clarification through e-procurement portal of GNCTD.
- 2.8.3 DTC may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DTC shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by DTC or their employees, advisors or representatives shall not in any way or manner be binding on DTC.

2.9 Amendment of RFP Document

- 2.9.1 At any time prior to the Proposal Due Date, DTC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by issue of Addenda.
- 2.9.2 Any Addendum thus issued will only be posted on e-procurement portal of GNCTD. Bidders are advised to visit the website <https://govtprocurement.delhi.gov.in> regularly to keep themselves updated.
- 2.9.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, DTC may, at its own discretion, extend the Proposal Due Date.
- 2.9.4 DTC may in its sole discretions and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP Document.

2.10 Miscellaneous – Other Provisions

- 2.10.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 2.10.2 DTC, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - change and / or modify number of Packages and/or number of buses under various Packages;

- d) retain any information and/or evidence submitted to DTC by, on behalf of, and/ or in relation to any Bidder; and
- e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.10.3 It shall be deemed that by submitting the Proposal, the Bidder releases DTC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.11 Disqualification

2.11.1 Even if the Bidder meets the guidelines as set forth in this RFP Document, his Bid shall be summarily rejected if:

- a) the Bidder has been debarred by any state or central government or government agency in any country (refer Appendix 8); or
- b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or
- c) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences; or
- d) the Bidder has included the Price Proposal or Price Proposal related information in its Technical Submissions.

2.11.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof :

- (a) made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from the DTC;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the DTC relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Comprehensive Annual Maintenance of Buses in accordance with the Bidding Documents, including the Contract Agreement, and performance of all its obligations hereunder including but not limited to:
 - (i) the condition of Buses;
 - (ii) existing facilities, depot details and structures;
 - (iii) the condition of the roads, traffic conditions, drivers behaviour, utilities, availability of water and power supply;

- (iv) conditions affecting transportation, access, disposal, handling and storage of the materials;
 - (v) availability of plant and machinery, spares, components, assemblies/sub-assemblies, skilled manpower etc. for maintenance of Buses; and
 - (vi) all other matters that might affect the Bidder's performance under the terms of this RFP Document.
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 2.11.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the DTC or a ground for termination of the Contract Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

DTC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.11.3 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DTC shall invoke Bid Security Declaration or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DTC for, inter alia, the time, cost and effort of DTC, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to DTC hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder's paid up and subscribed capital; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) Subject to the provisions of Clause 4.6, such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have

access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or

- (vi) such Bidder has participated as a consultant to DTC in the preparation of any documents, design or technical specifications for the Project.
- (vii) If any legal, financial or technical adviser of DTC in relation to the Project is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) during execution of the Contract Agreement. In the event any such adviser is engaged by the Successful Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of DTC, including invoking the Bid Security Declaration or the forfeiture and appropriation of the Performance Security, as the case may be, which DTC may have thereunder or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the DTC being liable in any manner whatsoever to the Successful Bidder or the Contractor, as the case may be, for the same.
- (viii) The near relative of the Bidder is working in DTC. The near relatives for this purpose are defined as: -
 - a. Members of Hindu undivided family.
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

2.11.4 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement, DTC shall reject a Proposal, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the DTC shall invoke the Bid Security Declaration or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DTC towards, inter alia, time, cost and effort of the DTC, without prejudice to any other right or remedy that may be available to the DTC hereunder or otherwise.

2.11.5 Without prejudice to the rights of the DTC under Clause 2.11.4 hereinabove and the rights and remedies which the DTC may have under the LOA or the Contract Agreement, if a Bidder or Contractor, as the case may be, is found by the DTC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process,

or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP Document issued by the DTC or GNCTD during a period of five years from the date such Bidder or Contractor, as the case may be, is adjudged by the DTC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.11.6 For the purposes of Clauses 2.11.4 and 2.11.5 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DTC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DTC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Comprehensive Annual Maintenance Contract or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of DTC in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

B. Preparation and Submission of Proposal

2.12 Language

The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Bidder with the Proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.13 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2021. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. DTC, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

2.14 Bid Security Declaration

- 2.14.1 Proposals shall be accompanied by a Bid Security Declaration, in lieu of Bid Security, accepting that if the Bidder withdraws or modifies its bid during period of validity, it will be suspended for a period of one (1) year from the date of committing the breach of tender condition. The Bid Security Declaration shall be as per the format set out in **Appendix 13**.
- 2.14.2 The Bid Security Declaration shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by DTC, for any extension in Proposal Validity Period.
- 2.14.3 The Bid Security Declaration shall be invoked by DTC in the following cases:
- (a) If the Bidder withdraws its Proposal except as provided in Clause 0 ; or
 - (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
 - (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.11.1; or
 - (d) In case the Successful Bidder fails to sign the Contract Agreement within the specified time limit or any extension thereof; or
 - (e) In case the Selected Bidder, having signed the Contract Agreement, commits any breach therefor prior to the furnishing of the Performance Security; or
 - (f) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed therefor in the Contract Agreement; or

- (g) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
- (h) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.11.4 to 2.11.6 of this RFP Document; or
- (i) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
- (j) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP Document, or the Contract Agreement.

2.15 Validity of Proposal

- 2.15.1 The Proposal shall indicate that it would remain valid for a period not less than 120 days from the Proposal Due Date (herein the “Proposal Validity Period”). DTC reserves the right to reject any Proposal that does not meet this requirement.
- 2.15.2 Prior to expiry of the Proposal Validity Period, DTC may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without invoking its Bid Security Declaration. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security Declaration for the period of extension and comply with Clause 2.14 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned.
- 2.15.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Contract Agreement.

2.16 Bidders Responsibility

- 2.16.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder’s own risk.
- 2.16.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- a) made a complete and careful examination of requirements, and other information set forth in this RFP Document;
 - b) received all such relevant information as it has requested from DTC; and
 - c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) all technical and other details related to the Buses, depots, routes, road conditions, drivers behaviour, maintenance requirements etc.;

- (ii) all other matters that might affect the Bidder's performance under the terms of this RFP Document;
- (iii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Contract Agreement and;
- (iv) clearances required to be obtained for the Project; and
- (v) applicable laws and regulations in force in India.

2.16.3 DTC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.17 Pre-Proposal Meeting

2.17.1 To clarify and discuss issues with respect to the Project and the RFP Document, DTC will hold a Pre-Proposal meeting as per Schedule of Bidding Process.

2.17.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Contract Agreement. Bidders must formulate their responses and forward the same to DTC prior to the meeting in terms of schedule set out in **Appendix 1**. DTC may, as may be considered acceptable at its sole discretion, amend the RFP Document based on inputs provided by Bidders.

2.17.3 Bidders may note that DTC will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Contract Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.17.4 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. DTC will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.

2.17.5 All correspondence / enquiries/ request for clarifications should be e-mailed to dcgmsbu@dtc.nic.in.

2.17.6 No interpretation, revision, or other communication from DTC regarding this solicitation is valid unless posted on e-procurement portal of GNCTD.

2.18 Format and Signing of Proposal

2.18.1 Bidders shall provide all the information as per this RFP Document and in the specified formats. DTC reserves the right to reject any Proposal that is not in the specified formats.

2.18.2 The Proposal should be submitted in two bids:

Bid 1 : Technical Submissions (To be submitted separately for Each Package),
which would include:

- i.) Covering Letter cum Project Undertaking as per **Appendix 2** stating the Proposal Validity Period
- ii.) Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in **Appendix 3**.
- iii.) In case of Consortium, Power of Attorney for designating of the Lead Member of Consortium as in **Appendix 4**.
- iv.) Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in **Appendix 5**.
- v.) Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in **Appendix 6**.
- vi.) Certificate(s) from its statutory auditors specifying the Average Annual Turnover and Networth of the Bidder, and also specifying that the methodology adopted for calculating such Average Annual Turnover and Networth conforms to the provisions of the Clause 3.3.
- vii.) Completed format of Experience of Bidder (in case of Consortium, Experience of all members) as in **Appendix 7**.
- viii.) Format for Affidavit Certifying that Business Entity/ Promoter/s/ Director/s of Business Entity are not Blacklisted/ Barred (as in **Appendix 8**).
- ix.) In case of Consortium, Memorandum of Understanding entered into between members as in **Appendix 9**.
- x.) Format for Declaration of Offering Lowest Rate as in **Appendix 10**.
- xi.) Format for Performance Bank Guarantee as in **Appendix 11**.
- xii.) Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)
- xiii.) Non-Collusion Certificate as per **Appendix 12**.
- xiv.) Bid Security Declaration as per **Appendix 13 (separate for each Project)**.
- xv.) Affidavit as per **Appendix 16**.
- xvi.) Affidavit as per **Appendix 17**
- xvii.) Integrity Pact as per **Appendix 18** initialled by the Bidder and to be signed at the time of execution of Contract Agreement.

Bid 2: Price Proposal (To be submitted separately for Each Package)

- i. Price Proposal as per the format set out in **Appendix 14**;
- ii. Break up of Price Proposal as per format set out in **Appendix 15**; and

2.18.3 The Bidder shall upload **separately** the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Package as defined in clause above on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) (Please refer “**Instructions to Bidders for Online Bid submission**”).

2.18.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

2.18.5 The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

2.19 Submission of Proposal

2.19.1 The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Package as defined in clause above on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) (Please refer “Instructions to Bidders for Online Bid submission”). Upload Price Proposal (Bid-2) for each Project /Package by clearly indicating the Package No. on the Price Proposal.

2.19.2 However, the following Documents have to be submitted in the hard copy:

- a) Original Bid Security Declaration as per **Appendix 13 (separate for each Project)**.
- b) Hard Bound Print out of uploaded Technical Submissions (Bid 1).

The Bidder shall seal the Hard Copies (indicated in this clause above) in Original, in an envelope, duly marking the envelope as “**TECHNICAL SUBMISSIONS including Original Bid Security Declaration**”.

2.19.3 The envelope shall indicate the name and address of the Bidder (In case of a Consortium the name and address of the Lead Member).

2.19.4 All the envelopes shall clearly bear the following identification:

**“Comprehensive Annual Maintenance of Buses”,
“To be opened by Tender Opening Committee only”**

and

**“Submitted by
Name, Address and Contact Phone No. of the Bidder”**

2.19.5 The envelope shall be addressed to:

ATTN. OF: Managing Director
ADDRESS: Delhi Transport Corporation
Government of NCT of Delhi
I.P. Estate, New Delhi-110002

2.20 Proposal Due Date

- 2.20.1 Proposals should be uploaded / submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in **Appendix 1** to the address provided in Clause 2.19.5 in the manner and form as detailed in this RFP Document. For the purposes of this RFP Document the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in **Appendix 1**. Proposals submitted by either facsimile transmission or telex or email will not be acceptable.
- 2.20.2 DTC, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.

2.21 Late Proposals

Any Proposal received by DTC after the Proposal Due Date will be summarily rejected and returned unopened to the Bidder.

2.22 Withdrawal of Proposals

- 2.22.1 The Bidder may withdraw its Proposal after submission in terms of process set out in e-procurement portal. No Proposal shall be withdrawn by the Bidder after the Proposal Due Date and time.
- 2.22.2 Notwithstanding anything to the contrary contained in this RFP Document any withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in invoking of the Bid Security Declaration in accordance with Clause 2.14.3 of this RFP Document.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the DTC in relation to or matters arising out of or concerning the Bidding Process. DTC will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. DTC will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power to require its disclosure or is to enforce or assert any claim, right or privilege of DTC or defend any claim, action or proceedings against it.

2.24 Clarifications by DTC

- 2.24.1 To assist in the process of evaluation of Proposals, DTC may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile. The Bidder in such cases would need to provide the requested clarification / documents promptly and within three (3) working days or such timeframe as given by DTC, of the request to the satisfaction of DTC, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.
- 2.24.2 The Bidder, if required by DTC, shall promptly furnish further information regarding his capacity/ capability, and would extend all cooperation to the representatives of DTC for assessing his capacity/ capability by actual visit to his works/ offices.

2.25 Consultant(s) or Advisor(s)

- 2.25.1 To assist in the examination, evaluation, and comparison of Proposals, DTC may utilise the services of consultant/s or advisor/s.
- 2.25.2 No entity including the Bidders can hold and DTC shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 0. The final determination as regards the Proposal shall vest with DTC.

2.26 Online Submission Instructions

- 2.26.1 The intending bidder must read the terms and conditions of RFP Document carefully. The bidders should only submit their bid if they consider them self-eligible and are in possession of all the required documents.
- 2.26.2 Request for Proposal posted on website shall form part of RFP document.
- 2.26.3 Complete bid document can be seen and downloaded from website <https://govtprocurement.delhi.gov.in> free of cost.
- 2.26.4 Those bidders not registered on the website mentioned above, are required to get registered beforehand.
- 2.26.5 The intending Bidder must have valid class-III digital signature to submit the bid.
- 2.26.6 On opening date, the Bidders can login and see the bid opening process. After opening of Price Proposal Bidder may access the comparative statement on aforementioned website.
- 2.26.7 Bidders can upload documents in terms of requirements of the e-procurement portal of GNCTD.
- 2.26.8 List of Documents to be scanned and uploaded within the stipulated time of Proposal submission in terms of Clause 2.18.2 of the Instruction to Bidders.

3 Criteria and Methodology for Evaluation

A. General

3.1 Qualification Parameters

- 3.1.1 The Bidder's competence and capability is proposed to be established by following parameters:
- (a) Technical Capability of Bidder, evaluated in terms of past experience of the Bidder.
 - (b) Financial Capability of the Bidder, evaluated in terms of Average Annual Turnover of the Bidder.
- 3.1.2 The Bidder would be required to meet the qualification criteria as detailed in Clause 3.2. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders through e-procurement portal of GNCTD.

3.2 Technical Capability Criteria

- 3.2.1 In order to meet the Technical Capability Criteria, the Eligible Bidder (Lead Member, in case of a Consortium) should be: ("Eligible Experience"):
- Category 1: a manufacturer of CNG propelled buses having manufactured and supplied at least one hundred (100) CNG propelled buses during last three years prior to 31st March 2021
 - Category 2: a service provider for CNG buses authorized by a vehicle manufacturer, undertaking repair/ maintenance of CNG buses for a minimum period of one year prior to 31st March 2021
 - Category 3: a maintenance service provider having experience of maintaining at least one hundred (100) CNG buses for minimum continuous period of one (1) year during the last three (3) years prior to 31st March 2021
 - Category 4: a bus operator having experience of operation and maintenance of at least one hundred (100) CNG buses for minimum continuous period of one (1) year during the last three (3) years prior to 31st March 2021
- 3.2.2 The Bidders must provide the necessary information as per **Appendix 7**.

3.3 Financial Capability Criteria

3.3.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

- a) The Average Annual Turnover of the Bidder shall not be less than Rs. 35 Crores during three financial years preceding the Proposal Due Date.
- b) The Bidder shall have positive Networth as on 31st March 2021.

The Bidders should provide information regarding the above based on audited annual accounts for the last three financial years.

3.3.2 In case of a Consortium, the Financial Capability Criteria can be met by any member of the Consortium or jointly by both members of the Consortium

3.3.3 The Proposal must be accompanied by the audited annual financial statements of the Bidder (each member, in case of a Consortium) for the last three financial years.

3.3.4 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided.

3.4 Other Condition of Qualification

3.4.1 A Bidder is required to meet Technical Capability Criteria as well as Financial Capability Criteria to be shortlisted for further evaluation.

3.4.2 The technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any Bidder shall not be considered for evaluation.

3.4.3 A list of all qualified Bidders shall be made for each Package based on technical and financial criteria.

B. Evaluation Methodology

3.5 Opening of Proposal

- 3.5.1 DTC shall open Technical Submissions (Bid 1) through e-procurement portal of GNCTD.
- 3.5.2 Also the Hard Copy of Technical Submissions (Bid 1) shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.
- 3.5.3 The following information shall be announced at the Proposal opening and recorded:
- a) Bidders' names; and
 - b) Particulars of the Bid Security Declarations.
- 3.5.4 DTC shall intimate Bidders in case of any change in the date or venue of opening of "Bid 1" of the Proposal.
- 3.5.5 Proposals marked "WITHDRAWAL" accompanied by a valid notice of withdrawal submitted in accordance with Clause 3.24 shall not be opened and shall be returned to the Bidder. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal.
- 3.5.6 Any information contained in the Proposal shall not in any way be construed as binding on DTC, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.5.7 The Technical Proposal/Submissions shall be opened first on the date and time as specified in Appendix 1 of this RFP Document. The Bidder has access to view the Proposals online. However, Bidder, if so desire, can attend the Technical Submissions opening through e-procurement portal at the office of DTC.
- 3.5.8 The time and date for opening of Price Proposal of Shortlisted Bidders shall be informed automatically, through aforementioned web site.

3.6 Test of Responsiveness

- 3.6.1 Prior to evaluation of Proposals, DTC will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:
- a) It is received by the Proposal Due Date and time.
 - b) Technical Submissions is received online as per requirements set out in Clause 3.20.2;
 - c) Documents listed at Clause 3.21.2 are received physically (hard copy) by the Proposal Due Date;

- d) It is signed, stamped and marked as stipulated in Clause 2.18 and 2.19.
 - e) It contains the information and documents as requested in the RFP Document.
 - f) It contains information in formats specified in the RFP Document and other Bidding Documents.
 - g) It mentions the Proposal Validity Period as set out in Clause 2.15.
 - h) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by DTC without communication with the Bidder). DTC reserves the right to determine whether the information has been provided in reasonable detail.
 - i) There are no inconsistencies between the Proposal and the supporting documents.
 - j) It is accompanied by the Bid Security Declaration as set out in Clause 2.14.
 - k) It is in accordance with the other provisions of this RFP.
 - l) Conforms to all terms, conditions of the RFP without material deviation or reservation.
 - m) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
 - n) It does not contain any condition or qualification.
 - o) It is accompanied by the Power(s) of Attorney specified in Clause 3.3.3, as the case may be.
 - p) Integrity Pact as per format given in **Appendix 18** has been submitted by the Bidder with the Technical Submissions duly signed by Authorised signatory.
 - q) It is not non - responsive in terms hereof.
- 3.6.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
 - b) which limits in any substantial way, inconsistent with the RFP Document, DTC’s rights or the Bidder’s obligations under the Contract Agreement, or
 - c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 3.6.3 DTC reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by DTC in respect of such Proposals.

3.7 Evaluation of Technical Submissions

- 3.7.1 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Bid-1, shall be checked for eligibility, technical capability, financial capability, bid security declaration and other such compliances with the requirements of the RFP Document. DTC reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 3.6.

- 3.7.2 Based on evaluation of Technical Submissions, DTC would release a list of Bidders who meet the qualification criteria set out in this RFP Document for each Project.
- 3.7.3 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.
- 3.7.4 DTC shall intimate a date for opening of Price Proposals to all Shortlisted Bidders through e-procurement portal of GNCTD and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, DTC shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.

3.8 Evaluation of Price Proposal

- 3.8.1 The Price Proposals (Bid-2) of all the Shortlisted Bidders will be opened through e-procurement portal of GNCTD for the respective Project in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
- 3.8.2 The Bidders should submit Price Proposal for each Project (Package) separately in the format set out in **Appendix 14** and the Format of the Breakup of Price Proposal set out in **Appendix 15**.
- 3.8.3 The Price Proposal of the Bidders for each Project would be evaluated based on quoted rate of Comprehensive Annual Maintenance Charge for Non-AC Buses for the first year per service kilometre to be paid by DTC to the Contractor in terms of the Contract Agreement (hereinafter referred as "Comprehensive Annual Maintenance Charge" or "CAMC").
- 3.8.4 The draw of lots shall be undertaken to identify the sequence of opening of Price Proposal for Packages A, B and C. Prior to opening of Price Proposals for a Package, continued eligibility of Shortlisted Bidders shall be reviewed to remove any Shortlisted Bidders who is no longer eligible on account of not meeting the minimum Financial Capability Criteria for the subsequent Package. The aforesaid process shall be repeated for all subsequent Packages.
- 3.8.5 The Bidder quoting the lowest Price (L-1) for Comprehensive Annual Maintenance Charge of Non-AC Buses for the first year per service kilometer for the Project, payable by DTC to the Bidder, shall be declared as the Preferred Bidder for the Project.
- 3.8.6 In the event that two or more Bidders quote the same lowest Comprehensive Annual Maintenance Charge for Non-AC Buses for the first year per service kilometer, DTC may:
- i. invite fresh Proposals from such Bidders;
- OR
- ii. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

- 3.8.7 DTC may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.
- 3.8.8 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, DTC shall declare the Preferred Bidder as the Successful Bidder.

3.9 Notification

DTC will notify the Successful Bidder by facsimile and by a letter the “Draft Letter of Acceptance” that its Proposal has been accepted.

3.10 DTC’s Right to Accept or Reject Proposal

- 3.10.1 DTC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.
- 3.10.2 DTC reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 3.10.3 DTC reserves the right to reject any Proposal if:
- at any time, a material misrepresentation is made or uncovered;
 - the Bidder does not respond to requests for supplemental information required for the evaluation of the Proposal as per Clause 2.4;
 - one or more of the Technical or Financial capability criteria have not been met by the Bidder;
 - the Bidder has a Conflict of Interest which affects the Bidding Process; or
 - the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice.
- 3.10.4 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.
- 3.10.5 If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then DTC reserves the right to:
- invite fresh Price Proposals from the Bidders;
- OR
- take any such measure as may be deemed fit in the sole discretion of DTC, including annulment of the bidding process.
- 3.10.6 Based on the outcome of Clause 3.10.5, DTC retains the right to declare such Bidder as the Preferred Bidder for the Project.

- 3.10.7 Proposals shall be deemed to be under consideration immediately after they are opened until such time DTC makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means DTC and/or their employees/representatives on matters relating to the Proposals under consideration.
- 3.10.8 In case it is found after the issue of the LOA or signing of the Contract Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that:
- a) one or more of the Technical or Financial capability criteria have not been met by the Bidder;
 - b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
 - c) the Bidder has a Conflict of Interest which effects the Bidding Process;
 - d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
 - e) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP Document, including the Contract Agreement.
 - f) The Bidder/ Contractor is in violation of integrity pact.
- then the LOA or the Contract Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated by a communication in writing by DTC to the Successful Bidder without DTC/ GNCTD being liable in any manner whatsoever to the Successful Bidder or Contractor, as the case may be. In such event, DTC shall invoke the Bid Security Declaration or forfeit and appropriate Performance Security, without prejudice to any other rights or remedy that may be available to the DTC.

3.11 Acknowledgment of Letter of Acceptance (LOA) and Execution of Contract Agreement

- 3.11.1 On the basis of evaluation of Proposal, DTC shall issue a Letter of Acceptance (LOA) to the Successful Bidder. Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to DTC the Acknowledgement Letter.
- 3.11.2 The Successful Bidder shall submit Performance Security in terms of Clause 3.12 in order to execute the Contract Agreement within fifteen (15) days of the issue of LOA. For each day of delay beyond the aforesaid 15 days from the issue of LOA, the Bidder shall be liable to pay to DTC, liquidated damages at the rate of Rs. 50,000/- (Fifty thousand) per day of delay for a period of upto 30th day from the date of issue of LOA. In case, the Successful Bidder fails to execute the Contract Agreement within the time stipulated period of 30 days from the date of issue of LOA, the Bid Security Declaration submitted by the Successful Bidder shall be invoked by DTC in terms of this RFP Document.

3.11.3 DTC will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security Declaration will be released as promptly as possible upon signing of the Contract Agreement with the Successful Bidder.

3.12 Performance Security

3.12.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India, as required under the Contract Agreement.

3.12.2 Failure of the Successful Bidder to comply with the requirements of Clause 3.11.2 or Clause 3.12.1 shall constitute sufficient grounds for the annulment of the LOA, and invoke the Bid Security Declaration. In such an event, the DTC reserves the right to take any such measure as may be deemed fit in the sole discretion of the DTC, including annulment of the Bidding Process.

Appendix 1: Schedule of Bidding Process

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Delhi Transport Corporation (DTC) would endeavor to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Date of Issue of RFP on e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in)	3rd September 2021
2	Submission of Pre-Bid Conference Queries	7th September 2021
3	Date and Time of Pre-Bid Conference (*Physically as well as **Virtual through a link mentioned below)	8th September 2021, at 1500 Hrs
4	Deadline for submission of queries/ request for clarifications made during the Pre-Bid Conference in writing	9th September 2021, 1700 Hrs
5	Date for freezing of RFP Document	16th September 2021
6	Last Date and Time of uploading/ Submission of Bids (Proposal Due Date)	30th September 2021, 1500 Hrs
7	Opening of Techno-Commercial Bid (Bid 1)	30th September 2021, 1530 Hrs
8	Opening of Price Bid (Bid 2)	To be informed Separately

***Venue of Pre-Bid Conference:**

Conference Room,

Delhi Transport Corporation

I P Estate, New Delhi -110002,

Note: * Upto two persons per Bidder may attend as per dates mentioned above.

Appendix 2: Format for Covering Letter cum Project Undertaking

[On the Letter head of the Proposal (Lead Member in case of Consortium)]

Reference: Bid No. _____

Date:

To
The Chairman-cum-Managing Director,
Delhi Transport Corporation,
I.P. Estate, New Delhi-110 002

Dear Sir,

Re: Request for Proposal Document for Comprehensive AMC of CNG Propelled Low-Floor Non-AC & AC Buses of TATA Make

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by DTC. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal in one (1) original (online) and one (1) copy (hardcopy), with the details as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to the DTC any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the DTC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by a judicial pronouncement or, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by DTC.
 - b. I/ We do not have any conflict of interest in accordance with Clause 2.11.3 of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged, indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.11.6 of the RFP Document, in respect of any tender or request for proposal issued by or

any agreement entered into with the DTC or any other public sector enterprise or any government, Central or State; and

- d. I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 2.11.4 to 2.11.6 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. **I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.10.2 of the RFP Document.**
10. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Proposal in accordance with the terms of this RFP Document.
11. I/ We declare that we/ any Member of the Consortium are/ is not a Member of any [other] Consortium submitting a Proposal for the Project.
12. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project.
13. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification, we shall intimate the DTC of the same immediately.
15. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the DTC forthwith.
16. We certify that none of our company / consortium directors “relative(s)” as defined in the RFP Document is/are employed in DTC as per details given in the RFP Document. In case, at any stage, it is found that the information given by us is false / incorrect, DTC shall have the absolute right to take any action as deemed fit/without any prior intimation to us.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the DTC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.11.2 and 2.16.2 of the RFP Document). We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DTC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.

20. The CAMC has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, draft Contract Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
21. I/We confirm our having submitted the Bid Declaration Certificate in lieu of Bid Security for the Project to the DTC in accordance with the RFP Document.
22. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Proposal is not opened.
23. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP Document.
24. I/We agree to keep and confirm that our Proposal is valid for 120 days from Proposal Due Date.
25. We undertake that there is no deviation from the terms and conditions stipulated in the RFP (Instructions to Bidders), Draft Contract Agreement and Annexures. We accept in full all the clauses of RFP (including Instructions to Bidders), Conditions of Contract Agreement, Schedules of Requirements and Annexures of the RFP Document without any Deviation.
26. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Contract Agreement, a draft of which also forms a part of the RFP Document provided to us.
27. I/ We hereby submit Integrity Pact as per format given in Appendix 18 of the Technical Submissions duly signed by Authorised signatory and it shall be part of the Contract Agreement.
28. I/ We hereby submit our Proposal as indicated in Price Proposal for undertaking the aforesaid Project in accordance with the RFP Document.
29. I/ We undertake that we have not mentioned the Price Proposal i.e. the Comprehensive Annual Maintenance Charge (CAMC), anywhere in the Technical Submissions. I/ We also undertake that in the case I/We have mentioned the same, my/ our Proposal will be rejected.
30. If our Bid is accepted, we will furnish a Bank Guarantee towards Performance Security for the due performance of the Contract. The amount and form of such guarantee will be in accordance with 'Conditions of Contract Agreement'.
31. We have independently considered the amount shown in 'Conditions of Contract' as pre-estimated damages/ damages and agree that they represent a fair estimate of the damages likely to be suffered by the DTC in the event of the work not carried out as per the terms & conditions, technical specifications etc. of the RFP.
32. The Bid together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
33. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
34. We understand that you are not bound to accept the lowest or any offer you may receive against this bid. We also agree that you may change /modify the evaluation criteria as specified in the RFP document
35. I/We shall undertake that we abide by all the applicable laws of India.

36. Certification No. 1: - I/We certify the following in line with the Model Certificate for Tender provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public **Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs).**

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I/ We hereby certify that this Bidder fulfills all the requirements in this regard and is eligible to be considered. *[where applicable, evidence of valid registration by the Competent Authority shall be attached.]*”

37. **Certification No. 2: - I/We certify the following in line with the Model Certificate for Tenders for Works involving possibility of Sub-contracting provided in Annex. III of Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs)**

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India and on sub-contracting to contractors from such countries; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/ We hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. *[where applicable, evidence of valid registration by the Competent Authority shall be attached.]*”

Dated thisDay of, 20.....

Name of the Bidder
Signature of the Authorised Person
Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the lead member, in case of a Consortium.

Appendix 3: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent
document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address
of the registered office) do hereby constitute, appoint and authorise Mr. / Ms.....
..... (name and residential address) who is presently employed with us and holding the
position of as our attorney, to do in our name and on our
behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the
Project envisaging **Annual Maintenance Contract Of _____ CNG Propelled Low-Floor Non-
AC & AC Buses of TATA Make After Completion Of 7,50,000 Kms and Above**, including
signing and submission of all documents and providing information / responses to Delhi Transit
Corporation (DTC), representing us in all matters before DTC, and generally dealing with DTC in
all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to
this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and
shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 4: Format for Power of Attorney for Lead Member of Consortium

*(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)
Power of Attorney (To be executed by all the members of the Consortium)*

Whereas the Delhi Transport Corporation (“DTC”) has invited proposals from interested parties for **Request for Proposal Document for Comprehensive AMC of CNG Propelled Low-Floor Non-AC & AC Buses of TATA Make** (the “Project/s”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate 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 who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with DTC/GNCTD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with DTC/GNCTD.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of20...

.....

(Executants)

1. *Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure*

Appendix 5: Format for Details of Bidder

1.
 - (a) Name
 - (b) Country of incorporation/registration¹
 - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - (d) Date of incorporation and/or commencement of business.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).

3. Details of individual/s who will serve as the point of contact / communication with DTC :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

5. In case of a Consortium:
 - (a) the information above (1-4) should be provided for all the members of the consortium.
 - (b) information regarding role of each member should be provided as per table below:

¹ Documentary proof of registration.

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		

Appendix 6: Format for Financial Capability# of the Bidder

[On the Letterhead of the Bidder/Lead Member of the Consortium]

Bidder*	Networth	Annual Turnover			
		Year 1 (As on -----) (Rupees)	Year 1 (From ---- to ----) (Rupees)	Year 2 (From ---- to ----) (Rupees)	Year 3 (From ---- to ----) (Rupees)
Sole Bidder					
		Or			
Lead Member of Consortium					
Other member					
Total					

- # The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate company shall not be considered for computation of the Financial Capability of the Bidder
- * Any Bidder being a Single entity or a Consortium should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.
- * All the Bidders should indicate both the Net worth and the Annual Turnover for the years as defined in the above table.

General Instructions:

2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
3. The financial year would be the same as followed by the Bidder for its annual report.
4. The Bidder shall provide complete set of the **audited annual financial statements complete with schedules, notes to accounts, auditor's report.**
5. The Bidder should submit certificate duly certified by Statutory Auditor, clearly indicate the calculations and references in the financial statements in arriving at the above numbers in terms of the Annex-I of Appendix 6.

6. In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

**Annex-I of Annexure 7
Financial Capacity of the Bidder**

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Average Annual Turnover Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s _____ . The Average Annual Turnover* of the bidder (name of the Bidder) as on [_____] as per Audited statement is as follows;

Bidder*	Networth	Annual Turnover			
		Year 1 (As on -----) (Rupees)	Year 1 (From ---- to ----) (Rupees)	Year 2 (From ---- to ----) (Rupees)	Year 3 (From ---- to ----) (Rupees)
Sole Bidder					
		Or			
Lead Member of Consortium					
Other member 1					
Total					

The Networth of the Bidder _____ <Name of the Bidder> for the Year _____ is positive.

*To be provided from last three available Audited statement. Audited Annual Report to be attached.

(Signed and Sealed by the Statutory Auditor)

Appendix 7: Experience of the Bidder

Category	Experience Criteria	Experience of the Bidder	Documentary Evidence
Category 1	a manufacturer of CNG propelled buses having manufactured and supplied at least one hundred (100) CNG propelled buses during last three years prior to 31st March 2021	No. of CNG Buses _____	Purchase Orders of CNG Buses Documentary evidence for the Bidder being a manufacturer of CNG Buses
Category 2	a service provider for CNG buses authorized by a vehicle manufacturer, undertaking repair/ maintenance of CNG buses for a minimum period of one year prior to 31st March 2021	Authorised service provider of VM since _____	VM's authorisation certificate
Category 3	a maintenance service provider having experience of maintaining at least one hundred (100) CNG buses for minimum continuous period of one (1) year during the last three (3) years prior to 31st March 2021	No. of CNG Buses _____ maintained from _____ to _____	Work Order/ Contract Agreement
Category 4	a bus operator having experience of operation and maintenance of at least one hundred (100) CNG buses for minimum continuous period of one (1) year during the last three (3) years prior to 31st March 2021	No. of CNG Buses _____ operated & maintained from _____ to _____	Contract Agreement with the Client

Appendix 8: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by DTC/GNCTD or blacklisted by any state government or central government / department / agency in India, either individually or as member of a Consortium as on the Proposal Due Date.

We further confirm that we are aware that as per Clause 3.10.3, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP Document at any stage of the Bidding Process or thereafter during the Contract period.

Dated thisDay of, 20..

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *To be executed separately by all the Members in case of Consortium*

Appendix 9: Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 20__ at _____

between

_____ and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

_____ and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Delhi Transport Corporation (“DTC”), has invited Request for Proposal (RFP) from entities interested for undertaking Comprehensive AMC of CNG Propelled Low-Floor Non-AC & AC Buses of TATA Make, (“Project(s)”) as per the terms contained in the RFP Document and in terms of Contract Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all obligations and responsibilities in terms of the Contract Agreement.
2. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows: {*list the roles and responsibilities of each Party*}
3. That the Parties shall be jointly and severally liable for the execution of the Project(s) in accordance with the terms of the Contract Agreement to be executed on award of the Project.

4. That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).
5. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party

Witness:

Appendix 10: Format for Declaration for Offering Lowest Rate

[On the Letterhead of the Bidder/Lead Member of the Consortium]

Reference: Bid No. _____

Date :

We undertake that the rates quoted are minimum/ reasonable & do not exceed the prevailing rates for Comprehensive Annual Maintenance services for _____NON-AC (Model nos. TATA LPO 1623/23 RE CNG AT/AT BG V2 STAR BUS) & _____AC (Model nos. TATA LPO 1625/23/1623/23 RE CNG AT/AT BG V2 STAR AC BUS) CNG propelled Low Floor Buses of the TATA make conforming to the same specifications and terms & conditions, charged by us from any other Government Departments/ State Transport Undertakings of India.

Signature and Seal of the Bidder

Appendix 11: Bank Guarantee for Performance Security

The Chairman-cum-Managing Director,
Delhi Transport Corporation,
IP Estate, New Delhi - 110 002.

Contract No. Date

1. This Deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) on the one part, and Chairman-cum-Managing Director, Delhi Transport Corporation(hereinafter called “the DTC”) of the other part.
2. Whereas Chairman-cum-Managing Director, Delhi Transport Corporation(DTC) has awarded the Contract for (-----Description of Item-----)(hereinafter called the Contract) to: _____(Name of Contractor) (hereinafter called the Contractor).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the DTC a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
4. NOW, WE THE UNDERSIGNED _____(Name of Bank)_____ do hereby unconditionally and irrevocably undertake to pay to the DTC an amount not exceeding Rs. _____(Rupees _____ only) without any demur, merely on a demand in writing from the DTC stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the DTC (DTC) any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
6. This Guarantee is valid for a period of _____(Duration in calendar months in figures and words) from the date of signing. The period for which this Guarantee will be valid for at least Six (06) months beyond the completion of the contract as stated in the ‘Conditions of Contract Agreement’. We undertake not to revoke this guarantee during its currency without the written consent of the DTC.

7. At any time during the period in which this Guarantee is still valid, if the DTC agrees to grant a time extension to the Contractor if the Contractor fails to complete the works within the time of completion as stated in the Contract Agreement, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the DTC and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or for bearance of the DTC in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the DTC for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the DTC in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract Agreement and/or as demanded by the DTC.
11. The expressions “the DTC”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 2021 _____ being herewith duly authorised.

For and on behalf of the _____ Bank

Signature of Authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of :

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

Appendix 12: Format of Non-Collusion Certificate

Non -Collusion Certificate (on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 20...

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *To be executed by all the Members in case of Consortium.*

Appendix 13: Format of Bid Security Declaration

Reference: Bid No. _____

Date :

To:

The Chairman-cum-Managing Director,
Delhi Transport Corporation,
IP Estate, New Delhi - 110 002.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

We accept that we, and in the case of a Consortium all members to it, will automatically be suspended from being eligible for participating in bidding for any contract with you for the period of one year, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:

- (a) withdrawing our bid, or any part of our bid, during the period of bid validity or any extension of the period of bid validity which we subsequently agreed to; or
- (b) having been notified of the acceptance of our bid by you during the period of bid validity, (i) failing or refusing to execute the Contract Agreement, or (ii) failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.

We understand this Bid Security Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the period of bid validity.

Signature and Seal of Authorised Signatory of Bidder

Name of Authorized Signatory

Bidder's Name.....

Dated on _____ day of _____, 2021

Note: Bid Security Declaration shall be separately submitted for each Package

Appendix 14: Format of Price Proposal

Reference Bid No. _____ Date: _____

Re: Annual Maintenance Contract Of _____ CNG Propelled Low Floor Non-AC & AC Buses of TATA Make

We are pleased to submit our Price Bid for the **Annual Maintenance Contract Of CNG Propelled Low Floor Non-AC & AC Buses of TATA Make**. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFP) Document including the draft Contract Agreement and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents.

We hereby declare that there are no deviations from the stated terms in the RFP Document.

Description	Base Rate (Rs.)	GST (Rs.)	Total Rate incl GST (Rs.)	Total Rate incl GST (in Words)
Comprehensive Annual Maintenance Charge for Non-AC Bus per Service Kilometre for Package ____	_____ [P]			

The Bidder shall quote its price for Comprehensive Annual Maintenance Charge for Non-AC Bus per Km. for the first year, which shall be used for evaluation of Financial Proposals.

The price for Comprehensive Annual Maintenance Charge for AC Bus per Km shall be worked out as provided in the draft Contract Agreement.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *For each Project separate Price Proposal should be submitted and respective Package No should be written on the Price Proposal.*
- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the Lead Member, in case of a Consortium.*

- *In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*
- *Price Proposal to be separately submitted for each Project*

Appendix 15: Breakup of Price Proposal

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	Amount in Rs./Year
A	Capital Charge			
Plant and Machinery	Depreciation	1		
	Finance Costs	2		
	Statutory Expenses including fitness cost, PUCC, CNG Leakage certification, etc.	3		
	Miscellaneous	4		
	Sub- Total (1+2+3+4)	5		

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	Amount in Rs./Year
B2	Consumables Charge			
Bus Operational Costs	Oils/Lubricants	6		
	Spare Parts / Consumables	7		
	Tyres / Tubes	8		
	Sub- Total (6+7+8)	9		

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	Amount in Rs./Year
C	Manpower and Overheads Costs			
Bus Operational Costs	Cleaners	10		
Bus Repairs & Maintenance	Mechanics/ Maintenance Staff	11		
Other Repairs & Maintenance (non-bus)	Plant & Equipment Maintenance	12		

Cost Category	Cost Item	Item	Percentage to Annual Cost Estimates (“%”)	Amount in Rs./Year
C	Manpower and Overheads Costs			
Other Bus Related Costs	Security Services	13		
	Support Vehicles – Operating & Maintenance Costs	14		
	Sub – Total (10 to 15)	15		
Utilities	Telecommunications	16		
	Electricity Energy Consumption	17		
	Water, Sewerage charges	18		
	Sub- Total (16+17+18)	19		
Total (5+9+15+19)			100.00	

Appendix 16: Format for Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

An agreement has been entered between Delhi Transport Corporation, Govt. of NCT of Delhi (herein after called as 'DTC') and M/s _____ (complete address) (herein after called as 'Contractor') vide LOA No. _____ dated _____ for carrying out Comprehensive Annual Maintenance of _____ Non-AC (Model nos. TATA LPO 1623/23 RE CNG AT/AT BG V2 STAR BUS) & _____ AC (Model nos. TATA LPO 1625/63/ 1623/23 RE CNG AT/AT BG V2 AC STAR BUS) of the TATA Make CNG Propelled Low Floor Buses supplied to the Corporation under RFP number: CGM(MS-I)/C&BP/820/2006 & CGM/SBU/845/2008, for the satisfactory CAMC of each bus upto 15 years from the date of registration of the bus.

WHEREAS Appendix 18- Integrity Pact requires for an undertaking in conformity with the requirement, to the effect that the Contractor has not given any commission to any official of the DTC/ Delhi Government or any other agencies engaged with the procurement process indulged in any other corrupt or fraudulent practice in securing the Contract.

NOW, THEREFORE, the Contractor Solemnly affirm and declare on oath that we have not given any commission to any official of the DTC/ Delhi Government or any other agencies engaged with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract in conformity with the requirement of Clause-33 of 'Instructions to Bidders' of the RFP Document of above LOA.

AND THEREFORE, verified at Delhi on this date of _____ 2021 that the contents of my affidavit are true, no part of it is false and nothing material has been kept concealed, which is given duly signed and sealed unconditionally and without any demur or reservation or protest.

**SIGNATURE AND SEAL OF THE
CONTRACTOR**

WITNESS

Appendix 17: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, _____ son of _____ resident of _____ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC & AC Buses of TATA Make - Package _____ (the "Project")

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the DTC to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by DTC.

The undersigned also understands that furnishing of false information could result in disqualification of his company (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, DTC shall withdraw the LOA or terminate the Contract Agreement, as the case may be, without being liability in any manner.

Dated thisDay of, 20..

.....Name of the Bidder
.....Signature of the Authorised Person
.....Name of the Authorised Person

Note:

- *To be executed separately by all the Members in case of Consortium.*

Appendix 18: Integrity Pact

This Pact made this [●] day of [●] between Delhi Transport Corporation having its office at I P Estate, New Delhi hereinafter called the DTC (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder/Contractor “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the DTC intends to award, under laid down organizational procedures, tender/contract for [●].The DTC, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the DTC is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DTC hereby adopts the instrument developed by the renowned international non-governmental organization “ Transparency International” (T I) headquartered in Berlin (Germany).The DTC will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DTC for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Contractor is signing the Contract Agreement for execution of [●]

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the DTC to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling DTC to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DTC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the DTC;**

- 1.1 The DTC undertakes that no official of the DTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The DTC will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the DTC will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DTC with full and verifiable facts and the same is prima facie found to be correct by the DTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DTC the proceedings under the contract would not be stalled.
3. **Commitments of Bidders/Contractor.**

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DTC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the DTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DTC.

- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the DTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DTC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the DTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DTC's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the DTC, or alternatively, if any relative of an officer of the DTC has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DTC.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the DTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. **Previous Transgression**

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore. (Rupees zero point five crore) and to submit the same to the DTC along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the DTC after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five crore) will be required to sign this Pact by the Contractor, and the same will be submitted to the DTC before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the DTC will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. DTC will terminate the contract and initiate appropriate action against such Contractor(s).
5. “Bid Declaration Certificate In lieu of Bid Security”, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/ Declaration certificate in lieu of Bid Security/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DTC to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the DTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DTC is entitled to take action.
 - (iv) To recover all sums already paid by the DTC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the DTC in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the DTC resulting from such cancellation/rescission and the DTC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the DTC.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the DTC with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the DTC have terminated the contract under section 2 or 3 or 4 or if the DTC is entitled to terminate the contract under section 2 or 3 or 4, the DTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the DTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DTC.
- 6.2 The DTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the DTC for premature revocation of the debarment and proves to the satisfaction of the DTC that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the DTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the DTC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
- 7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**
- That if the DTC receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor

or Sub- Contractor which constitute corruption, or if the DTC has substantive suspicion in this regard, the DTC will inform the Vigilance Department for appropriate action.

8. Independent External Monitors (s),

- 8.1 That DTC has appointed Sh. Jagdeep Kumar Ghai, P&TA and FS(Retd.), R/o 101, Shubhangam, NS Rd. No. 2, JVPD Scheme, Vile Parle West, Mumbai-400056. (E-Mail: jkghai@gmail.com; Mobile No. 9869422244) & Sh. Radhakrishan Kini, IPS (Retd.), R/o B-91, Vishrantika CGHS, Plot-5A, Sector-3, Dwarka, New Delhi-110078 (E-Mail: arvkini2004@yahoo.co.in; Mobile No. 9971722727) as Independent External Monitors for this Pact.
- 8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or DTC.
- 8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Managing Director of the DTC.
- 8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the DTC and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.
- 8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the DTC will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the DTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.7 That the Independent External Monitor will submit a written report to the Managing Director of the DTC within 2 weeks from the date of reference or intimation to him by the DTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Independent External Monitor has reported to the Managing Director a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and

the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word ‘Independent External Monitor’ would include singular and plural.

9. **Facilitation of Investigation.**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DTC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. **Law and Place of Jurisdiction.**

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the DTC, as applicable.

11. **Other Legal Actions**

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. **Pact duration (Validity)**

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Contractor/sub-contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the DTC.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. **Company Code of Conduct**

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

DTC (Buyer)	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
DTC	1. _____
Witness	2. _____
1. _____	
2. _____	

Appendix 19: Package-Wise Details of Buses

Detail of Buses expected in range of different slabs of Kms (Each Slab in 60,000 Kms) at the end of Sep-21									
S.No.	Depot	Type of Fleet			Less than 7,50,000	7,50,001 to 8,10,000	8,10,001 to 8,70,000	8,70,001 to 9,30,000	9,30,001 to 9,90,000
		Non-AC Bus	AC Bus	Total Bus					
Package-A									
1	BDWS-8*	79	50	129	38	61	30	0	0
2	DKD*	80	0	80	13	39	28	0	0
3	GPD	0	112	112	88	24	0	0	0
4	HND-I*	100	0	100	0	7	92	1	0
5	HND-II	80	30	110	69	41	0	0	0
6	KPD*	78	50	128	67	53	8	0	0
7	MPD	99	0	99	0	0	95	4	0
8	ND	70	29	99	99	0	0	0	0
	Total	586	271	857	374	225	253	5	0
Package-B									
9	AND	65	35	100	77	22	1	0	0
10	HPD*	144	0	144	1	22	114	7	0
11	KJD	62	47	109	109	0	0	0	0
12	SND	35	65	100	79	20	1	0	0
13	SNPD	30	70	100	99	1	0	0	0
14	SVD*	54	52	106	55	35	16	0	0
15	TKD*	85	25	110	62	45	3	0	0
16	VVD	61	55	116	69	47	0	0	0
	Total	536	349	885	551	192	135	7	0
Package-C									
17	BBM	45	24	69	66	3	0	0	0
18	GTK	93	16	109	78	31	0	0	0
19	KNJD	80	25	105	65	23	17	0	0
20	NND	94	31	125	120	5	0	0	0
21	NRLD	80	20	100	87	13	0	0	0
22	RHND-I*	90	0	90	19	71	0	0	0
23	RHND-II	40	50	90	90	0	0	0	0
24	SBPLD*	110	0	110	0	8	80	22	0
25	WPD	86	18	104	89	15	0	0	0
	Total	718	184	902	614	169	97	22	0
Grand Total		1840	804	2644	1539	586	485	34	0
Note: Marked (*)									
Depot with marked (*) are earmarked for immediate handing over to the contractor. Buses/Depots will be handed-over by DTC to the Contractor in a phased manner. DTC further reserves the right to add/delete any depot in each package at the time of handing over to the Contractor.									