



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

“ADDENDUM NUMBER 1 & REPLIES TO QUERIES”

Tender ID	RFP Number	Package
2021_DTC_207912_1	DCGM/SBU/950-A/2021	Package A
2021_DTC_208380_1	DCGM/SBU/950-B/2021	Package B
2021_DTC_208384_1	DCGM/SBU/950-C/2021	Package C

Issued By



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

ADDENDUM NUMBER 1 - DATED 16.09.2021

AMENDMENTS MADE BY DELHI TRANSPORT CORPORATION TO THE RFP DOCUMENT

Sl. No	RFP Reference	Page No.	Existing Entry in the Bid Documents	Now Read as																
1	RFP Part 1 (ITB), General	--	RFP NUMBER: DCGM/SBU/950-A/ 2021 Tender ID: 2021_DTC_207912_1	<p>Since the three Packages are three distinct tenders, the three RFP Numbers and respective Tender IDs shall be as below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Package</th> <th>RFP Number</th> <th>Tender ID</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Package A</td> <td>DCGM/SBU/950-A/2021</td> <td>2021_DTC_207912_1</td> </tr> <tr> <td>2</td> <td>Package B</td> <td>DCGM/SBU/950-B/2021</td> <td>2021_DTC_208380_1</td> </tr> <tr> <td>3</td> <td>Package C</td> <td>DCGM/SBU/950-C/2021</td> <td>2021_DTC_208384_1</td> </tr> </tbody> </table> <p>The Bidders are requested to submit their tenders against respective Tender-IDs as per the Package, in the e-procurement Portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in)</p>	Sl. No.	Package	RFP Number	Tender ID	1	Package A	DCGM/SBU/950-A/2021	2021_DTC_207912_1	2	Package B	DCGM/SBU/950-B/2021	2021_DTC_208380_1	3	Package C	DCGM/SBU/950-C/2021	2021_DTC_208384_1
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2	RFP Part 1 (ITB), Clause 2.19.1	26	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.	<p>The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Package against respective Tender ID, on the e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in), as below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Package</th> <th>RFP Number</th> <th>Tender ID</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Package A</td> <td>DCGM/SBU/95 0-A/2021</td> <td>2021_DTC_207912_1</td> </tr> <tr> <td>2</td> <td>Package B</td> <td>DCGM/SBU/95 0-B/2021</td> <td>2021_DTC_208380_1</td> </tr> <tr> <td>3</td> <td>Package C</td> <td>DCGM/SBU/95 0-C/2021</td> <td>2021_DTC_208384_1</td> </tr> </tbody> </table> <p>(Please refer "Instructions to Bidders for Online Bid submission").</p> <p><u>Package No. should be clearly indicated on Technical Submissions (Bid 1) and Price Proposal (Bid-2) for each Project /Package.</u></p>	Sl. No.	Package	RFP Number	Tender ID	1	Package A	DCGM/SBU/95 0-A/2021	2021_DTC_207912_1	2	Package B	DCGM/SBU/95 0-B/2021	2021_DTC_208380_1	3	Package C	DCGM/SBU/95 0-C/2021	2021_DTC_208384_1
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3	Package C	DCGM/SBU/95 0-C/2021	2021_DTC_208384_1																	
3	RFP Part 1 (ITB)	--	Chairman-cum-Managing Director or CMD	Managing Director or MD																
4	RFP Part 2 (DCA) Clause (8.3)	12	New Clause	<u>DTC, before initiating termination of the Contract, shall issue a notice to the Contractor and provide a cure period of not less than 30 days to enable the Contractor to take remedial actions to cure its default and/or submit its written explanation. DTC,</u>																

Sl. No	RFP Reference	Page No.	Existing Entry in the Bid Documents	Now Read as
				<u>after completion of the cure period, may terminate the Contract, if DTC is not satisfied with the steps taken by the Contractor or its explanation on the default.</u>
5	RFP Part 2 (DCA) Annexure 4, Clause (iv)	31	If a bus breaks down en-route after leaving the depot on schedule, it will not be considered available for that shift unless completed at least 90% of scheduled kms. operation.	Deleted
6	RFP Part 2 (DCA) Annexure 4, Clause (v)	31	Pre-estimated Damages payable by the Contractor for a month shall be capped at five percent (5%) of the total charges payable to the Contractor for the month. However, if the Pre-estimated Damages hits the cap of 5% for three consecutive months, the cap of Pre-estimated Damages shall be increased to ten per cent (10%). The cap of Pre-estimated Damages will again be restored to 5% in case, the Pre-estimated Damages become less than 5% in any month.	Pre-estimated Damages payable by the Contractor for a month shall be capped at five percent (5%) of the total charges <u>(excluding GST)</u> payable to the Contractor for the month. However, if the Pre-estimated Damages hits the cap of 5% for three consecutive months, the cap of Pre-estimated Damages shall be increased to ten per cent (10%). The cap of Pre-estimated Damages will again be restored to 5% in case, the Pre-estimated Damages become less than 5% in any month.

Sl. No	RFP Reference	Page No.	Existing Entry in the Bid Documents				Now Read as					
			Sl. No	Performance Criteria	Performance Standard	Pre-estimated Damages	Remarks, if any	Sl. No	Performance Criteria	Performance Standard	Pre-estimated Damages	Remarks, if any
7	RFP Part 2 (DCA) Annexure 4, Table, Row 2, Remarks Column	32	.					.				
			2	Bus breakdown on road (excluding the buses which are covered under the fleet availability category above)	The Contractor shall ensure that no bus breaks down on road	An amount equal to 50% of the applicable AMC rate for missed kms. on account of bus breakdown	The pre-estimated Damages under this Performance Criteria shall be applicable only on the buses which have covered more than 90% of the scheduled kilometers.	2	Bus breakdown on road	The Contractor shall ensure that no bus breaks down on road	An amount equal to applicable AMC rate multiplied by number of missed kms. on account of bus breakdown.	
8	RFP Part 2 (DCA), Clause 19.5	19	These buses shall be attended at DTC Depots as well as for minor repairs on line to minimize downtime. The maximum response time for breakdown complaint on line (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/ email is made) shall not exceed 4 hours within Delhi or in immediate vicinity of Delhi. During Contract Period, the Contractor would provide his well-trained resident engineers/ Technicians/ trained staff etc to attend to the maintenance and servicing/ dockings of buses to ensure quality assurance/ control etc. as per the recommendations of the Tata Motors Ltd. and for carrying out checking prior to the schedule of departure of each bus daily, preventive maintenance/ servicing/ various dockings schedules as per Annexure- 16 regularly.				These buses shall be attended at DTC Depots as well as for minor repairs on line to minimize downtime. The maximum response time for breakdown complaint on line (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/ email is made) shall not exceed 4 hours within Delhi or in immediate vicinity of Delhi. During Contract Period, the Contractor would provide his well-trained resident engineers/ Technicians/ trained staff etc to attend to the maintenance and servicing/ dockings of buses to ensure quality assurance/ control etc. as per the recommendations of the Tata Motors Ltd. and for carrying out checking prior to the schedule of departure of each bus daily, preventive maintenance/ servicing/ various dockings schedules as per Annexure- 16 regularly. All the staff deployed by the Contractor in DTC Depots shall be in proper					

Sl. No	RFP Reference	Page No.	Existing Entry in the Bid Documents	Now Read as
				<u>uniform and carry an ID card issued by the Contractor, at all times while on duty.</u>
9	RFP Part 2 (DCA), Clause 19.8	19	The damage due to accident/s as noted by Contractor in the Accident Intimation Report (AIR) shall constitute the work order by DTC for repairs. The contractor shall submit the AIR to the Foreman/ Supervisor of DTC, who shall get the same processed as a work order thereafter. As it may not be possible to detect the damage on under body and roof at the time of in-shedding of buses at entry gate, the same, if any, may be detected on the pit inspection and brought into the notice of DTC shift incharge Foreman immediately for filling up of AIR Proforma. The AIR shall be prepared as per Annexure-11, 12 & 13, as applicable. The time frame (shift loss) <u>for repeated accidental vehicles repairs</u> shall be as per Annexure-10.	The damage due to accident/s as noted by Contractor in the Accident Intimation Report (AIR) shall constitute the work order by DTC for repairs. The contractor shall submit the AIR to the Foreman/ Supervisor of DTC, who shall get the same processed as a work order thereafter. As it may not be possible to detect the damage on under body and roof at the time of in-shedding of buses at entry gate, the same, if any, may be detected on the pit inspection and brought into the notice of DTC shift incharge Foreman immediately for filling up of AIR Proforma. The AIR shall be prepared as per Annexure-11, 12 & 13, as applicable. The time frame (shift loss) <u>for accidental vehicles repairs</u> shall be as per Annexure-10.
10	RFP Part 2 (DCA), Clause 19.25	23	The contractor shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the buses. No bus shall leave for operations unless or until it is properly maintained. All the unserviceable/ defective parts/ items/ used lubricants etc. replaced by the Contractor from the Buses shall be the property of the Contractor. In case of replacement of metallic parts/ components/ spares/ items/ material, rebate @ 5% of the list price shall be given by the Contractor to DTC towards retaining the unserviceable/ defective parts/ items by the Contractor in lieu of scrap.	The contractor shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the buses. No bus shall leave for operations unless or until it is properly maintained. All the unserviceable/ defective parts/ items/ used lubricants etc. replaced by the Contractor from the Buses shall be the property of the Contractor. <u>In case of accidental repairs of buses, for</u> replacement of metallic parts/ components/ spares/ items/ material, rebate @ 5% of the list price shall be given by the Contractor to DTC towards retaining the unserviceable/ defective parts/ items by the Contractor in lieu of scrap.

Sl. No	RFP Reference	Page No.	Existing Entry in the Bid Documents	Now Read as
11	RFP Part 2, Annexure 9	41	Proforma for Calculation of Pre-Estimated Damage for Failure to Maintain Required Availability of Buses and Breakdown for a Depot	Revised Proforma for Calculation of Pre-Estimated Damage for Failure to Maintain Required Availability of Buses and Breakdown for a Depot, attached at Enclosure 1.

Note:

- 1) All other Terms and Conditions of the RFP document shall remain same.
- 2) The Tender Documents for the RFPs No. DCGM/SBU/950-A/2021, DCGM/SBU/950-B/2021 and DCGM/SBU/950-C/2021 stand frozen with the issue of this Addendum No. 1.

Enclosure 1

Annexure 9: Proforma for Calculation of Pre-Estimated Damage for Failure to Maintain Required Availability of Buses and Breakdown for a Depot

1 Name of Depot _____

2 Date _____

3 Shift – Morning/ Evening

4 Total Fleet _____

5 **Fleet Position:**

(a) No. of buses made available by the Contractor by 9:00 AM/ 6:00 PM _____

(b) No. of buses under Exemption Category with details thereof

Sl. No.	Bus No.	Reason

6 Fleet Availability required = (4) X [85% or 82%, as applicable]

7 Shortfall in Fleet Availability = (6) – [(a) + (b)]

8 Details of lost kilometerage due to breakdown

Sl. No.	Bus No.	Duty No.	Scheduled Kms	Actual KMs	Missed KMs

9 Details of buses where bus under breakdown conditions remained on the route for more than 04 hours

Sl. No.	Bus No.	Duty No.	Time of Breakdown	Time of attending	Duration

Sign Contractor

Sign DTC

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/950-A/2021, DCGM/SBU/950-B/2021 and DCGM/SBU/950-C/2021
PRE-BID CONFERENCE HELD AT 1500 HOURS ON 8th SEPTEMBER, 2021 AT CONFERENCE ROOM, DTC, IP ESTATE, DELHI 110002

REPLIES TO QUERIES

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
1.	Part I: Instructions to Bidders	35 DEFINITIONS & ABBREVIATIONS	9	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; Request Authority that the cost of test shall be borne by Authority, however relevant technical support shall be provided by the contractor.	As per RFP
2.	Part I: Instructions to Bidders	1.2 General	12	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. Based on packages as appraised by the DTC in RFP the contractor shall work out the costing based on certain assumption. Therefore any increase or decrease in number of buses from mentioned packages shall substantially hampered the costing assumption. Therefore, we request DTC no changes shall be done in the number of buses by inter-unit transfers or allocation of depots.	As per RFP
3.	Part I: Instructions to Bidders	1.3 Brief Description of Bidding Process	14	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. Request DTC to kindly apprise how financial capability shall be adjusted.	As per RFP. <i>The example of adjustment of Financial Capability of a Shortlisted Bidder is provided below:</i>

DELHI TRANSPORT CORPORATION	Replies to Queries Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC and AC Buses of Tata Make in Packages A, B and C
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					<ul style="list-style-type: none"> If the average annual turnover of a Bidder is Rs. 66 Cr. and it becomes L-1 in one package, its adjusted annual turnover will be Rs. 31 Cr. (Rs. 66 Cr. – Rs. 35 Cr.), so its bids will not be considered for further for subsequent packages and his Financial Bids shall not be opened.
4.	Part I: Instructions to Bidders	3.3 Financial Capability Criteria	32	<p>3.3.1 Financial Capability of the Bidders would be evaluated on the basis of the following:</p> <p>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.</p> <p>b) The Bidder shall have positive Networth as on 31st March 2021.</p> <p>The Bidders should provide information regarding the above based on audited annual accounts for the last three financial years.</p> <p>Request Authority to kindly confirm the Annual Turnover of Rs 35 crores shall be applicable for each package.</p>	<p>As per RFP.</p> <p>It is further clarified that the Financial Capability in terms of Clause 3.3.1 (a) shall be applicable for each package. For avoidance of doubt a Bidder having an Average Annual Turnover of Rs. 35 crores in</p>

DELHI TRANSPORT CORPORATION	Replies to Queries Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC and AC Buses of Tata Make in Packages A, B and C
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					terms of 3.3.1 (a) of RFP shall be eligible to bid for all the three packages. However, at the time of opening of Price Proposals, the Financial Capability of L-1 Bidder shall be reduced, as per Clause 1.3.4
5.	Part I: Instructions to Bidders	3.8 Evaluation of Price Proposal	35	<p>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.</p> <p>Request Authority to kindly confirm in case contractor participates for all 03 packages, the Technical proposal shall be same or three different technical bid need to be submitted.</p>	<p>The Technical Proposal shall have to be uploaded separately for each Package against the respective Tender ID on the portal as per provisions under Clause 2.19.1 (Part I – Instructions to Bidders). Also refer Addendum No. 1</p>
6.	Part I: Instructions to Bidders	3.8 Evaluation of Price Proposal	35	<p>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.</p>	<p>As per RFP. Also, refer Clarification no. 4</p>

DELHI TRANSPORT CORPORATION	Replies to Queries Comprehensive Annual Maintenance Contract of CNG Propelled Low Floor Non-AC and AC Buses of Tata Make in Packages A, B and C
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Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				Request Authority to kindly elaborate whether it means that Turnover capacity of 35 cr is required for individual packages.	
7.	Part II: Draft Contract Agreement	2 PARTIES TO THE CONTRACT AGREEMENT AND THEIR OBLIGATIONS	7	<p>2.4. In case of any inter-se conflict between any provisions/ stipulations in the RFP Document or in the Contract Agreement, the decision of DTC for interpretation/ application would be final and binding on the Contractor.</p> <p>Request DTC incase of any inter-se conflict between any provisions of contract document, the decision of same shall be done on mutual discussion basis.</p>	As per RFP
8.	Part II: Draft Contract Agreement	3 CONTRACT	8	<p>3.1. The contract shall be for undertaking comprehensive annual maintenance of (i) _____ Non-AC CNG propelled Low Floor Buses of TATA make (Model nos. TATA LPO 1623/63 RE CNG AT/ AT BG V2 STAR BUS) (ii) _____ AC CNG propelled Low Floor Buses of TATA Make (Model nos. TATA LPO 1625/63/1623/63 RE CNG AT/AT BG V2 AC STAR BUS) by the Contractor for bus reaching life of 15 years from the date of its registration. DTC may change the number of buses and/or depots in different Packages, at any time.</p> <p>Request DTC what to mentioned in the blank space while submitting technical bid, Whether package or number of buses.</p>	As per RFP. This is part of the Contract Agreement and will be filled in at the signing of the Contract Agreement with the successful bidder, based on number of buses in the package for which Contract Agreement will be signed.
9.	Part II: Draft Contract Agreement	3 CONTRACT	8	<p>3.2. The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to DTC or due to natural calamities etc. The cost of repairs i.e. cost of spare parts & labour charges on account of the accidental buses attributable to DTC or due to natural calamities and not attributable to defects/ mechanical failures/ fire, shall be borne by DTC. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the bus shall be the responsibility of the Contractor. DTC's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and</p>	As per RFP. It is clarified that the Contractor shall not be responsible for fire due to the reasons not attributable to the Contractor.

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser																												
				<p>binding. In case, a bus is damaged and is beyond economical repair because of the reasons attributable to the defects/ mechanical failure/ fire in the bus, the recovery shall be made from the Contractor, as per the following:</p> <p>Request DTC the decision can be taken after mutual discussion and deliberation and not unilaterally.</p> <p>Also, the fire may happened due to external reasons, therefore request DTC same shall not be taken into contractors account, accordingly request DTC to kindly modified the RFP.</p> <p>Contractor shall held accountable only for a fire occurring due to technical reasons and not other wise.</p>																													
10.	Part II: Draft Contract Agreement	3 CONTRACT	9	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Type of Bus</th> <th>Reason for Bus Beyond Economical Repair</th> <th>Recovery from the Contractor</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Non-AC Bus</td> <td>Reasons not attributable to the Contractor (such as accidents due to DTC crew, natural calamity etc.)</td> <td>Nil</td> </tr> <tr> <td>2</td> <td>Non-AC Bus</td> <td>All cases attributable to the Contractor other than fire (such as accidents due to mechanical/ electrical/ tyre failure)</td> <td>Rs. 2.60 Lakh</td> </tr> <tr> <td>3</td> <td>Non-AC Bus</td> <td>Bus having burnt in a fire</td> <td>Rs. 5.20 Lakh</td> </tr> <tr> <td>4</td> <td>AC Bus</td> <td>Reasons not attributable to the Contractor (such as accidents due to DTC crew, natural calamity etc.)</td> <td>Nil</td> </tr> <tr> <td>5</td> <td>AC Bus</td> <td>All cases attributable to the Contractor other than fire (such as accidents due to mechanical/ electrical/ tyre failure)</td> <td>Rs. 3.28 Lakh</td> </tr> <tr> <td>6</td> <td>AC Bus</td> <td>Bus having burnt in a fire</td> <td>Rs. 6.56 Lakh</td> </tr> </tbody> </table>	Sl. No.	Type of Bus	Reason for Bus Beyond Economical Repair	Recovery from the Contractor	1	Non-AC Bus	Reasons not attributable to the Contractor (such as accidents due to DTC crew, natural calamity etc.)	Nil	2	Non-AC Bus	All cases attributable to the Contractor other than fire (such as accidents due to mechanical/ electrical/ tyre failure)	Rs. 2.60 Lakh	3	Non-AC Bus	Bus having burnt in a fire	Rs. 5.20 Lakh	4	AC Bus	Reasons not attributable to the Contractor (such as accidents due to DTC crew, natural calamity etc.)	Nil	5	AC Bus	All cases attributable to the Contractor other than fire (such as accidents due to mechanical/ electrical/ tyre failure)	Rs. 3.28 Lakh	6	AC Bus	Bus having burnt in a fire	Rs. 6.56 Lakh	Refer clarification for Sl. no. 9 above.
Sl. No.	Type of Bus	Reason for Bus Beyond Economical Repair	Recovery from the Contractor																														
1	Non-AC Bus	Reasons not attributable to the Contractor (such as accidents due to DTC crew, natural calamity etc.)	Nil																														
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				<p>In view of the fact the buses have already exhausted their insurable life and their book value is nil, we request DTC to reduce the recovery amount to Rs. 50,000 for AC and NON AC buses.</p> <p>Further, recovery can be made from the contractor, only in case the fire and/ or accident has reason due to technical defect or due to reasons attributable to the contractor and not otherwise.</p>	
11.	Part II: Draft Contract Agreement	8 TERMINATION FOR DEFAULT	12	<p>8.1 DTC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:</p> <p>a. if the Contractor fails to maintain any or all of the buses specified in the contract agreement pursuant to clause 7 & 19 and/ or</p> <p>b. if the Contractor fails to perform any other obligation(s) under the contract.</p> <p>8.2 In the event DTC terminates the Contract in whole or in part, pursuant to sub-clause 8.1 above, DTC shall have a right to forfeit the Performance Security submitted by the Contractor. In addition, DTC may enter into fresh contract with any other contractor for completing the unfulfilled portion of the contract and the Contractor (whose Contract is terminated) shall be liable to DTC for any excess costs that DTC may incur or likely to incur in such case.</p> <p>We request Authority this clause should be made subject to a proper opportunity of explanation to the contractor.</p>	Please refer Addendum No. 1
12.	Part II: Draft Contract Agreement	11 SAFETY MEASURES	13	<p>11.2 The Contractor shall abide by and conform to all the rules and regulations of DTC in force from time to time and ensure that the same are followed by his representatives, agents, sub-contractors or workmen working in the premises of DTC. The Contractor shall, after prior consultation with DTC, implement all alterations to the Bus Maintenance Services which are required by any Applicable Laws which come into force after the Effective Date relating to safety. The Contractor and his sub-contractors shall comply with the orders/ directions/ guidelines/ requirements of all relevant Government Authorities.</p>	As per RFP

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Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				Request Authority after the signing of LOA/ contract, in case the maintenance cost shall increased due to any change in rules, regulation, act, law the same shall be reimbursed by the Authority proportionately.	
13.	Part II: Draft Contract Agreement	11 SAFETY MEASURES	14	<p>11.7 Response to Emergencies:</p> <p>ii. The Contractor shall co-operate with relevant Fire Services, Police, and any other Government agencies wherever necessary.</p> <p>iii. The Contractor shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots (“Emergency Management Plan”).</p> <p>iv. In developing the Emergency Management Plan, the Contractor shall consult with all relevant Government agencies, emergency services and local authorities.</p> <p>We request DTC, pre-dominantly the occupier of the depot is DTC, therefore DTC need to consult with the relevant Government Instrumentalities and local authorities. However, all the relevant support shall be provided by the Contractor.</p>	As per RFP
14.	Part II: Draft Contract Agreement	14.2 ARBITRATION	16	<p>ARBITRATION</p> <p>(a) Arbitrators</p> <p>Any Dispute which is not resolved amicably as provided in Clause 14.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Sole Arbitrator, to be appointed by the Managing Director, DTC. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitrator shall issue a reasoned Award.</p> <p>We request DTC that, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its</p>	As per RFP

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				arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.	
15.	Part II: Draft Contract Agreement	16 CONTRACTOR'S RESPONSIBILITY	17	<p>16.3 The Contractor shall be responsible for taking all the necessary approvals and permissions from the Government of India, the Government of National Capital Territory of Delhi and any other Government agency, as the case may be.</p> <p>We request since the DTC is principal employer and owner of Depot, therefore request DTC for providing the necessary documents/ related approvals to contractor for obtaining further necessary details.</p>	As per RFP
16.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	18	<p>19.1 The Contractor shall be required to undertake comprehensive annual maintenance for Non-AC & AC buses up to 15 years from the date of registration of the bus for complete bus system inclusive of consumables, spare parts, replacement of assemblies/ sub-assemblies, systems etc. taking into account preventive/ docking maintenance, normal wear & tear, major repairs/ over-hauling and breakdowns as well as accidental repairs (mechanical fault), tyre damage etc. inclusive of labour cost. Only CNG fuel shall be provided by DTC during contract period for operations of the buses. The buses which have already covered 7,50,000 Kms (8,70,000 kms. for buses under extended maintenance by Tata Motors) & above, shall be handed over to the contractor in road-worthy condition immediately on award of contract. The fees and penalties if any, to meet the statutory requirements for the period prior to the date of hand-over of bus to the Contractor would be borne by DTC. The buses shall be handed-over to the Contractor as per the proforma provided as Annexure 18.</p> <p>It is requested that along with CNG kindly add Driver & conductor, toll tax, road tax etc. to be provided by DTC along with safety & security of bus & depot in DTC scope.</p>	As per RFP
17.	Part II: Draft	19	18	<p>19.2 The buses are expected to be operated in one or more shifts basis daily. Availability of the buses shall be calculated using shift wise availability of the buses on monthly basis. A bus made available for morning outshedding latest by 9 AM</p>	As per RFP The provisions under Clause 19.2

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	Contract Agreement	SAILIENT TERMS & CONDITIONS OF CONTRACT		<p>shall be considered available for the morning shift. Similarly a bus made available for evening out shedding latest by 6 PM shall be considered available for the evening shift.</p> <p>We request DTC to kindly seek the availability on six-monthly basis as per the prevailing practice in DTC fleet.</p> <p>Also, request DTC to kindly confirm whether availability shall calculated for bus or for fleet that means for entire depot buses.</p>	<p>should be read with enabling provisions of Clause 19.6 read with Annexure 4.</p> <p>It is further clarified that the performance criteria is based on fleet availability of buses for operations which shall be measured for each depot for each of the morning and afternoon shifts in terms of provision of Sl. No. 1 of table in Annexure 4.</p>
18.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	19	<p>19.8 The damage due to accident/s as noted by Contractor in the Accident Intimation Report (AIR) shall constitute the work order by DTC for repairs. The contractor shall submit the AIR to the Foreman/ Supervisor of DTC, who shall get the same processed as a work order thereafter. As it may not be possible to detect the damage on under body and roof at the time of in-shedding of buses at entry gate, the same, if any, may be detected on the pit inspection and brought into the notice of DTC shift incharge Foreman immediately for filling up of AIR Proforma. The AIR shall be prepared as per Annexure-11, 12 & 13, as applicable. The time frame (shift loss) for repeated accidental vehicles repairs shall be as per Annexure-10.</p> <p>Word "repeated" to be deleted from repeated accidental.</p>	<p>Please refer Addendum No. 1</p>

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19.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	19	<p>19.13 All supplies of spares for the purpose of maintenance shall be arranged by the contractor on its own. All spares/components which are part of drive train or safety related (including spares for engine, gearbox, front and rear axle, suspension, brake system etc.) have to be of VM/ OEM make or as recommended by VM. Other spares/components, consumables, etc. (such as tyres, batteries, body panels, marine boards, window glasses, front and rear windshields, side mirrors etc.) have to be of reputed make. In case, any of the drive train or safety related components is not available with the VM/OEM, the Contractor shall obtain prior permission from DTC for use of non-VM/OEM component of equivalent specifications, only in case of emergent situation.</p> <p>The use of non-VM/OEM component shall have serious safety hazards and technical imbalance in the vehicle. Hence we request DTC to remove the highlighted words "<i>the Contractor shall obtain prior permission from DTC for use of non-VM/OEM component of equivalent specifications</i>".</p> <p>As safety of passengers is utmost importance.</p>	As per RFP
20.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT		<p>19.20 The contractor shall be responsible for taking Fitness Certificate, Pollution under Control certificate, CNG No-Leakage Test and such other statutory certificates as are required to be taken from time to time at his own cost during the entire contract period. At present PUC Certificate of the buses are being issued after every fifteen days as per the directions of NGT & if there is further increase in periodicity of PUC certification the cost of said difference will be borne by DTC. However, if there is any increase in cost of PUC certification, the same will have to be borne by Contractor. No extra time shall be given for maintenance services and other jobs viz getting pollution certificate, fitness certificate, CNG No-Leakage Test, etc. Any extra time taken by the contractor for such works will be taken as downtime & shall be so taken for the purpose of calculating bus availability.</p>	As per RFP

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				It is mentioned by DTC in this clause that if there is any increase in cost of PUC certification, the same will have to be borne by Contractor. We request DTC that any increase in PUCC cost shall be reimbursed by DTC proportionately.	
21.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	22	<p>19.23 DTC reserves its right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the Contract. The Contractor will not claim any share in the revenue arising out of such advertisement/ publicity. Further, the Contractor will not claim any extra cost of maintenance on this account. The Contractor will take due care of the advertisement/ publicity materials while carrying out the maintenance activities. Nor should the quality/ parameters of the maintenance services provided by the Contractor get impaired due to such advertisements/ publicity.</p> <p>Request DTC, since, the ownership of advertisement & entire revenue generated from the display of advertisement on Contracted Buses shall remain with DTC. Therefore, with the right of the advertisement, their maintenance, due care, working, cleaning, upkeep, safety, security, inclusive of mounting and dismounting/ removing shall be remain with DTC or agency appointed by Authority. Also, in case any damages occur to the contracted buses while mounting & dismounting of advertisement material/ equipment or in between, the cost of same shall be borne by agency appointed by DTC or DTC and agency appointed by DTC shall make all the damages good within 07 days. Also, request that, in case the cost of maintenance is increased due to any such advertisement/ publicity, the contractor shall be adequately compensated by DTC.</p>	As per RFP
22.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	23	19.25 The contractor shall be responsible for all upkeep and maintenance including exterior and interior cleanliness and presentability of the buses. No bus shall leave for operations unless or until it is properly maintained. All the unserviceable/ defective parts/ items/ used lubricants etc. replaced by the Contractor from the Buses shall be the property of the Contractor. <i>In case of replacement of metallic parts/ components/ spares/ items/ material, rebate @ 5% of the list price shall be</i>	Please refer Addendum No. 1

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				<p><i>given by the Contractor to DTC towards retaining the unserviceable/ defective parts/ items by the Contractor in lieu of scrap.</i></p> <p>We request DTC to kindly confirm that in this clause whether 5% rebate shall be applicable only on accidental replaced parts which contractor shall claim from DTC. Request DTC accordingly modified the clause.</p>	
23.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	23	<p>19.31 DTC reserves the right to increase/ decrease the number of schedules sanctioned as well as inter-unit transfer of buses only in the depots maintained by the Contractor as and when required.</p> <p>We request DTC that total project BG shall nearly Rs 43.00 Cr, and based on packages as described by DTC the contractor shall work out the costing based on certain assumption. Therefore any increase or decrease in number of buses from mentioned packages shall substantially hampered the costing assumption. Therefore, we request DTC no changes shall be done in the number of buses by inter-unit transfers or allocation of depots.</p>	As per RFP
24.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	24	<p>19.35 The Contractor shall obtain all necessary licenses/ permits under the prevailing laws and shall be solely liable and responsible for any disputes/ issues arising out of such laws.</p> <p>We request since the DTC is principal employer and owner of Depot, therefore request DTC for providing the necessary documents/ related approvals to contractor for obtaining further necessary details.</p>	As per RFP
25.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	24	<p>19.36 In case of any inter-se conflict between any provisions / stipulations in the Bid Document or in the Contract Document, the decision of DTC for interpretation / application would be final and binding.</p> <p>Request DTC incase of any inter-se conflict between any provisions of contract document, the decision of same shall be done on mutual discussion basis.</p>	As per RFP

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
26.	Part II: Draft Contract Agreement	19 SAILIENT TERMS & CONDITIONS OF CONTRACT	24	<p>19.39 Any adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the Contractor under the Contract. Wear and tear of the buses due to bad road conditions, rains, flooding of roads, heavy traffic, driving behaviour etc. will not be a defense on the part of the Contractor for not fulfilling his Contractual obligations as per the Contract.</p> <p>We request DTC that adverse operating conditions will affect the performance of bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. So this clause may be deleted and Bidder shall be allowed waiver due to all cases.</p>	As per RFP
27.	Part II: Draft Contract Agreement	Annexure 4 Performance Standards for the Contractor	31	<p>i. The performance of the Contractor shall be monitored and Pre-estimated Damages shall be computed on monthly basis (except where otherwise specified).</p> <p>We request Authority to kindly calculate the pre-estimated damages on six monthly basis as per the prevailing practice in DTC.</p>	As per RFP
28.	Part II: Draft Contract Agreement	Annexure 4 Performance Standards for the Contractor	31	<p>iv. If a bus breaks down en-route after leaving the depot on schedule, it will not be considered available for that shift unless completed at least 90% of scheduled kms. operation.</p> <p>We request Authority that, breakdown shall not be counted if bus reported for breakdown covers 90% or more scheduled route km or attended within 30 minutes from the breakdown reported to the workshop.</p>	Refer Addendum No. 1
29.	Part II: Draft Contract Agreement	Annexure 4 Performance Standards for the Contractor	31	<p>v. Pre-estimated Damages payable by the Contractor for a month shall be capped at five percent (5%) of the total charges payable to the Contractor for the month. However, if the Pre-estimated Damages hits the cap of 5% for three consecutive months, the cap of Pre-estimated Damages shall be increased to ten per cent (10%). The cap of Pre-estimated Damages will again be restored to 5% in case, the Pre-estimated Damages become less than 5% in any month.</p> <p>Request Authority to kindly confirm that total charges payable by contractor as a penalty shall be inclusive/ exclusive of GST/ taxes.</p>	Refer Addendum No. 1

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30.	Part II: Draft Contract Agreement	Annexure 4 Performance Standards for the Contractor	31	<p>We request Authority to kindly calculate the availability on six monthly basis as prevailing in DTC.</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Performance Criteria</th> <th>Performance Standard</th> <th>Pre-estimated Damages</th> <th>Remarks, if any</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fleet availability of Buses for operations</td> <td> <p>The Contractor shall ensure availability of buses for operations in both, morning and afternoon shifts, as per the following:</p> <ul style="list-style-type: none"> 85% buses of the depot in each shift (morning and afternoon) on all days excluding Sundays and holidays (as declared by DTC) 82% buses of the depot in each shift (morning and afternoon) on Sundays and holidays (as declared by DTC) </td> <td>Rs. 2,000 per bus per shift, for availability of buses by the Contractor, less than the performance standard.</td> <td> <p>The performance shall be measured for each depot for each of the morning and afternoon shifts.</p> <p>The pre-estimated Damages under this Performance Criteria shall be revised after every year (from the date of signing of the Agreement), based on the indexation on the basis of base rate of of Consumer Price Index for Industrial Workers in Delhi</p> </td> </tr> </tbody> </table>	Sl. No.	Performance Criteria	Performance Standard	Pre-estimated Damages	Remarks, if any	1	Fleet availability of Buses for operations	<p>The Contractor shall ensure availability of buses for operations in both, morning and afternoon shifts, as per the following:</p> <ul style="list-style-type: none"> 85% buses of the depot in each shift (morning and afternoon) on all days excluding Sundays and holidays (as declared by DTC) 82% buses of the depot in each shift (morning and afternoon) on Sundays and holidays (as declared by DTC) 	Rs. 2,000 per bus per shift, for availability of buses by the Contractor, less than the performance standard.	<p>The performance shall be measured for each depot for each of the morning and afternoon shifts.</p> <p>The pre-estimated Damages under this Performance Criteria shall be revised after every year (from the date of signing of the Agreement), based on the indexation on the basis of base rate of of Consumer Price Index for Industrial Workers in Delhi</p>	As per RFP
Sl. No.	Performance Criteria	Performance Standard	Pre-estimated Damages	Remarks, if any											
1	Fleet availability of Buses for operations	<p>The Contractor shall ensure availability of buses for operations in both, morning and afternoon shifts, as per the following:</p> <ul style="list-style-type: none"> 85% buses of the depot in each shift (morning and afternoon) on all days excluding Sundays and holidays (as declared by DTC) 82% buses of the depot in each shift (morning and afternoon) on Sundays and holidays (as declared by DTC) 	Rs. 2,000 per bus per shift, for availability of buses by the Contractor, less than the performance standard.	<p>The performance shall be measured for each depot for each of the morning and afternoon shifts.</p> <p>The pre-estimated Damages under this Performance Criteria shall be revised after every year (from the date of signing of the Agreement), based on the indexation on the basis of base rate of of Consumer Price Index for Industrial Workers in Delhi</p>											

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31.	Part II: Draft Contract Agreement	Annexure 4 Performance Standards for the Contractor	31	2	Bus breakdown on road (excluding the buses which are covered under the fleet availability category above)	The Contractor shall ensure that no bus breaks down on road	An amount equal to 50% of the applicable AMC rate for missed kms. on account of bus breakdown	The pre-estimated Damages under this Performance Criteria shall be applicable only on the buses which have covered more than 90% of the scheduled kilometers.	Refer Addendum No. 1
				3	Attending breakdown buses on road	The Contractor shall ensure that in case of a bus broken down on road: <ul style="list-style-type: none"> The defect is rectified within 4 hours of reporting defect to the Contractor, and the bus made roadworthy again, or In case, it is not 	Rs. 200 per bus per hour, in case of delay in rectification of defect or bringing the bus back to depot beyond 4 hours.	The pre-estimated Damages under this Performance Criteria shall be revised after every year (from the date of signing of the Agreement), based on the indexation on the basis of base rate of of Consumer Price	

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				Sl. No.	Performance Criteria	Performance Standard	Pre-estimated Damages	Remarks, if any	
32.	Part II: Draft Contract Agreement	Annexure 4 Performance Standards for the Contractor	31			possible to rectify defect within 4 hours, the bus is towed back to respective depot		Index for Industrial Workers in Delhi	Refer Addendum No. 1
				4	No bus to be held up for a continuous period of 15 days	The Contractor shall ensure that no bus is held up for repairs (other than accidental repairs) for a continuous period of 15 days.	Rs. 2,000 per bus per day, for a bus continuously held up for repairs beyond 15 days.		
33.	Part II: Draft Contract Agreement	Annexure 5 Price Schedule	34	1. During Year 1, from the Effective Date until completion of one year from the date of signing of the Contract. Rate for Comprehensive Annual Maintenance for CNG Low Floor Non-AC Buses (A) = _____ Rs. per km (excl. GST) Rate for Comprehensive Annual Maintenance for CNG Low Floor AC Buses (B) = A x 1.12 Rs. per km (excl. GST) GST shall be payable to the Contractor, as per the then prevailing rates. We request DTC that cost factor of AC buses shall based on costing factors of contractor, therefore request DTC the same shall not be linked with 12% increase on NON AC buses rate.					
34.	Part II: Draft Contract Agreement	Annexure 5 Price Schedule	34	2. The prices for Comprehensive Annual Maintenance for CNG Low Floor Non-AC buses and AC Buses shall be revised after every year (from the date of signing of the Agreement), based on the indexation on manpower cost on the basis of base rate of applicable Minimum Wages for Skilled Category in scheduled employments in Delhi and on the basis of base rate of Consumer Price Index for Industrial Workers in Delhi towards cost of consumables/ spares and overheads as per the following formula:					As per RFP

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				The following words need to be added in Sl.No. 2: - "However incase the wage code is implemented during the course of implementation of the agreement, the upward impact on the cost with regard to the cost of wages shall be reimbursed by DTC in proportionate manner".	
35.	Part II: Draft Contract Agreement	Annexure 5 Price Schedule	34	<p><u>For Non-AC Buses</u></p> $\text{Revised Price for Non-AC Buses (A}_n\text{)} = A + 0.40 \times A \times \frac{MW_n - MW_a}{MW_a} + 0.60 \times A \times \frac{CPI_n - CPI_a}{CPI_a}$ <p><u>For AC Buses</u></p> <p>Revised Price for AC Buses (B_n) = Revised Price for Non-AC Buses (A_n) x 1.12</p> <p>We request DTC to consider reimbursing the revised minimum wages with retrospective effect along with the arrears that may be applicable from time to time.</p>	As per RFP
36.				Additional Clause - We request, since there is fixed cost to be incurred by the Contractor, therefore Authority shall ensure the minimum assured/ guaranteed KMs. The clause if as following:	As per RFP
37.				Guaranteed/Assured KMs - The Authority hereby assures the TML that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometers travelled by each of the Contracted Buses, in a continuous period of one calendar months, commencing from contract signing date, and then onwards on month basis, shall not be less than 170 kms per day per Contracted Bus ["Monthly Assured Bus Kilometers"].	As per RFP
38.				Monthly KMs Reconciliations: a. Payment for Excess Kilometers - If the Contracted Buses operated under this Agreement exceed the Monthly Assured Bus Kilometers, then the Kilometer Charge payable applicable for such additional kilometers in excess of the Monthly Assured	As per RFP

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				<p>Bus Kilometers shall be calculated as follows; Monthly Assured Payment Amount for Excess Kms = 75% X (Ta – Tm) x Applicable Kilometer Charge Where, Ta = Actual Bus Kilometers Operated by all Contracted Buses during the relevant month Tm = Monthly Assured Bus Kilometers</p>	
39.				<p>b. Payment for Unutilised Kilometers - In the event that the Authority is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of kilometers operated per Contracted Bus is not equal to the Monthly Assured Bus Kilometers, Authority will pay to the TML, in addition to the full payments made for Bus km operated based on invoices presented by the TML, an amount which shall be determined as follows: Monthly Assured Payment Amount for Unutilised Kms = (Tm – Ta) x Applicable Kilometer Charge Where, Tm = Monthly Assured Bus Kilometers Ta = Actual Bus Kilometers Operated by all Contracted Buses during the relevant month</p>	As per RFP
40.	Part I – Instructions to Bidders	2.2.1	14	<p>(i) a company incorporated under the Companies Act, 1956/ 2013</p> <p>We are a partnership firm, and have been working in this area for the last 10 years. This condition related to company definition has never been a pre-requisite as we are already engaged with the following State Govt Transport Services:</p> <ol style="list-style-type: none"> 1. M/S Kanpur City Transport Services Ltd for operation and Maintenance of 270 buses. 2. M/S Ahmedabad Municipal Transport Service for Operation and Maintenance of 70 buses. 	As per RFP

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				3. Engagement by Nagpur Municipal Corporation for Procurement, Operation and Maintenance of 145 buses. Therefore we request you to give us a fair chance of participation by suitably amending this clause.	
41.	Part II Draft Contract Agreement	Performance Security	9	3% of [50% of number of Non-AC buses in respective Package x Rs. 52.04 Lakhs + 50% of number of AC buses in respective Package x Rs.61.77 Lakhs] Performance Guarantee @3% comes to be a colossal amount if the bidder wishes to apply for all packages so this has to reduced to 0.75 to 1% so that our basic right to participate is not breached.	As per RFP
42.	Part I – Instructions to Bidders - Appendix 10	Format for declaration of lowest bid	53	Rates depend on various terms and conditions which we need to comply under contractual obligations. So it cannot be lowest until the terms and conditions are ditto. Therefore we request you to change the lowest to competitive rates.	As per RFP
43.	Part II- Draft Contract Agreement	4.3	10	"DTC shall be entitled and it shall be lawful on its part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with DTC or any part...."	As per RFP
44.	Part II- Draft Contract Agreement	clause no. 4	10	Performance Security- "3% of {50% of number of Non-AC buses in a package X 52.04 lakhs +50% of Number of AC buses in the same package X 61.77 lakhs} The Performance Security asked for is on very very higher side and needs to be reconsidered for reducing the same. It is recommended to be 0.5% instead of 3% of the above mentioned value.	As per RFP
45.	Part II- Draft	Annexure 15	51	Tyre damage formula: Vehicles being handed over to the contractor may have different conditions of tyres like less tread depth, damage condition etc.	As per RFP.

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	Contract Agreement			It is proposed that before handing over the buses to the contractor, all tyres to be inspected by joint team for damage/ tread depth. Damaged tyres to be removed and if tread depth is less than 50%, contractor should be compensated accordingly.	
46.	Part II- Draft Contract Agreement	Annexure 4 clause 5	31	The pre-estimated damages payable by the Contractor for a month shall be capped at 5% of the total charges payable to the Contractor for that month. It may be clarified that all pre-estimated damages regarding fleet availability, break down or any other charges/penalties clubbed together shall be limited to 5% of billed amount. Please note that in the last tender this cap was 1% of the billed amount. The cap may be maintained at 1% only.	As per RFP
47.		Clause 3.2	8	Accidental repair Looking into the handling of spares including screen glasses and other glasses, it is requested that an amount equal to 10% over the billed amount of spares/glasses based on the current rate be paid to the contractor as spare handling charges.	As per RFP
48.		clause 5	11	Allotment of buses : Buses to be handed over to the contractor in fully roadworthy condition fitted With all the required accessories. In case a bus is off- road or short of any parts/accessories and contractor is required to make it road worthy, joint inspection should be carried out and necessary compensation may be given to the contractor as per repair bill.	As per RFP
49.		Appendix 10 Format for declaring lowest rates		This may be noted that rates in any area/City depend on various conditions like minimum wages, availability of spare parts, terms and conditions under the tender clauses etc. and hence can not be comparable with two different tenders. It is therefore requested that conditions in this format may be waived off.	As per RFP
50.				As it is a big job and it may take some time to put in place in respective Depots our Plant/Machinery, work force, inventory of Spare Parts etc and stabilize the system, it is requested not to impose any penalty for initial 3 months of AMC.	As per RFP

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51.				Package wise no. of kilometers are not mentioned in the RFP, so it is requested that please mention the total no. of kilometers as it is required for calculating the per kilometer rate	As per RFP
52.				Payment schedule mentioned in the RFP may be changed as blocking the payment for long time will hamper the work so we request you that half of the payment may be given by 15th of particular month and rest of the payment may be done by 10th of next month after all adjustments.	As per RFP
53.				Please clarify whether we have SPC provision or not, as some of the companies working as concessionaire of DOT in cluster scheme cannot do any other work than there present work with the same company name, however they are eligible to file bid in the present tender, so such companies may be allowed to form SPC if they get the work .	As per RFP
54.				As we already have a penalty clause so restriction for spare parts from VM or OEM may be remove and we may be allowed to purchase spare parts from open market.	As per RFP
55.	Part II Draft Contract Agreement	4.1 Performance Security	9	<p>3% of [50% of number of Non-AC buses in respective Package x Rs. 52.04 Lakhs + 50% of number of AC buses in respective Package x Rs. 61.77 Lakhs] As soon as the number of buses handed over to the Contractor reaches 50% of total buses in the Package, the Performance Security shall be increased to: 3% of [Number of Non-AC buses in respective Package x Rs. 52.04 Lakhs + Number of AC buses in respective Package x Rs. 61.77 Lakhs],</p> <p>Performance Security @3% of flat 50% buses are to be deposited upfront even when, In Package -A only 257 Buses out of 857(29%), Package-B Only 360 Out of 850 (42%), Package-C Only 200 out of 902 (22%) are earmarked for immediate handing over to the contractor.</p> <p>The performance Security should be deposited as per actual No. of buses under</p>	As per RFP

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				Contract/handed over. which will increase in starting time of contract and should be released as and when the buses are released form service contract due to completion of 15 years etc.	
56.	Part II – Draft Contract Agreement	17.1 Payment Terms	18	<p>DTC will pay the Comprehensive Annual Maintenance Charges to the Contractor, at the rates provided in Annexure 5, for the Service Kilometers. Payment of the Comprehensive Annual Maintenance Charges to the Contractor will be made on monthly basis. After every month, DTC will provide the details of Service Kilometers and total availability of buses to the Contractor latest by 7th day. The Contractor will submit the bill and the taxes shall be shown by the contractor separately in the invoice. DTC will arrange the payment within 30 days of receipt of bill subject to any recoveries towards pre-estimated damages as applicable or any other charges recoverable as per Terms and Conditions of the Contract. TDS & GST-TDS will be deducted at source from the payment of Contractor as per applicable law. The pre estimated damages will be calculated as per Annexure-4 and recovered on monthly basis.</p> <p>Payments should be made three times in a month i.e. (1) 15th day of PM - 30% of estimated Payment for PM. (2)30th or 31st day of PM 30% of estimated Payment for PM (3) Before 10th day of month succeeding PM 100% of Payment for PM subject to adjustments towards Performance Adjustment</p>	As per RFP
57.	Additional Clause			<p>No Minlimum Guaranteed Kms per Day per Bus. A minimum guaranteed kms per bus per day should be defined. Which will be applicable for situations when the buses are not completing the required minimum kms due the reasons not linked with maintenance of buses and are beyond the control of contractor.</p>	As per RFP
58.	Part II Draft Contract Agreement	17.2 Payment Terms	18	<p>The Contractor shall not claim any interest on any overdue/ or un-adjudicated payments under the contract. DTC should release interest '@market rate' on any overdue/ or un-adjudicated payments after a prescribed time limit under the contract.</p>	As per RFP

Sl. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
59.	Part II Draft Contract Agreement	Annexure 4: Performance Standards for the Contractor SUBCLAUSE - iv.	31	<p>If a bus breaks down en-route after leaving the depot on schedule, it will not be considered available for that shift unless completed at least 90% of scheduled kms. operation.</p> <p>If a bus breaks down en-route after leaving the depot on schedule, it should be considered available for that shift for the kms that has already been covered before breakdown.</p>	Refer Addendum No. 1
60.	Part I – Instructions to Bidders	3.3 Financial Capability Criteria SUBCLAUSE 3.3.1(a)	30	<p>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.</p> <p>The Average Annual Turnover of the Bidder shall not be less than Rs. 25 Crores during three financial years preceding the Proposal Due Date.</p> <p>To incorporate maximum participation.</p>	As per RFP
61.	Part I- Instructions to Bidders	3.3 Financial Capability Criteria SUBCLAUSE 3.3.1(a)	30	<p>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.</p> <p>The Annual Turnover of the Bidder shall not be less than Rs. 35 Crores in any one (1) year in the last three (3) financial years preceding the Proposal Due Date.</p> <p>To incorporate maximum participation.</p>	As per RFP