

**“ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO
FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_193630_1)**

Date of Issue: 10/09/2020

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

FOR

**ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 AC CNG PROPELLED
LOW FLOOR BUSES OF THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST
RFP NUMBER: DCGM/SBU/937/2020/AC**

GLOBAL RFP NUMBER: DCGM/SBU/937-AMC/2020/AC

Issued By



DELHI TRANSPORT CORPORATION

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DELHI TRANSPORT CORPORATION (Govt. of NCT of Delhi)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_193630_1)
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**‘REQUEST FOR PROPOSAL’ (RFP) DOCUMENT ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 AC
CNG PROPELLED LOW FLOOR BUSES OF THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST RFP NUMBER:
DCGM/SBU/937/2020/AC
[GLOBAL RFP NUMBER: DCGM/SBU/937-AMC/2020/AC, Tender ID: 2020_DTC_193630_1, DATE OF ISSUE: 19.08.2020]**

PRE-BID CONFERENCE HELD AT 15:00 HOURS ON 26th AUGUST, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE,
NEW DELHI-110002, INDIA

ADDENDUM NUMBER 1 DATED 10.09.2020

AMENDMENTS MADE BY DELHI TRANSPORT CORPORATION TO THE RFP DOCUMENT

Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
1	Section VI General Conditions of Contract	7.6	38	The pre-estimated damages shall be capped to 10% maximum (inclusive of duties & taxes) on monthly basis in case the assured daily shift wise fleet availability is achieved during the month. However, there will be additional damages on the number of buses which are short during the month in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period.	. The pre-estimated damages shall be capped to 10% max on six monthly basis in case the assured daily shift wise fleet availability is achieved during the six month. However, there will be additional damages on the number of buses which are short during the six month in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period.	For More clarity to the Bidders.

N.B.: PLEASE NOTE THAT AFTER INCORPORATING THE ABOVE AMENDMENT (PAGE- 03); THE RFP DOCUMENT HAS BEEN FROZEN.

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PROPELLED LOW FLOOR BUSES OF THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST RFP NUMBER:
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AMENDMENTS/ CLARIFICATIONS SOUGHT BY M/S. TATA MOTORS LTD.

RESPONSE OF DTC:

Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
1	SECTION IV: DEFINITIONS & ABBREVIATIONS	31	15	"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 Purchaser for the purpose; TML Response Request Authority provide the names of allotted depot, total number of depots and depot wise number of bus housing capacity for mapping of manpower resources.	Pl. refer to clause 10 of Annexure-25 of RFP Number: DCGM/937/2020/AC for the procurement of Low floor CNG Buses.
2	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	1.2	17	The Bidders shall agree in respect of proper comprehensive annual maintenance to ensure trouble free services of Buses upto 7,50,000 KMs tentatively to be completed in 12 years. TML Response Request authority in order to ensure productive engagement of both the parties clause may be amended for 7,50,000 Kms or 12 years whichever is earlier.	As Per RFP.

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3	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	20.5	25	ALLOTMENT SCHEDULE: After registration of Delivered buses under RFP DCGM/SBU/937/2020/AC, these buses will be allotted to the allocated Depots and handed over to the contractor for comprehensive Annual Maintenance under Contract set out as per this RFP documents. TML Response Request Authority to provide the names of allotted depot, total number of depots and depotwise number of bus housing capacity for mapping of manpower resources.	Pl. refer to clause 10 of Annexure-25 of RFP Number: DCGM/937/2020/AC for the procurement of Low floor CNG Buses..
4	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	20.6	25	The Contractor shall be required to undertake bus-wise maintenance on regular basis to ensure at least 92%/ 90% Depot-wise fleet availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 92%/ 90% Depot-wise fleet availability, the Contractor shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 110 Kms. TML Response Request authority that imposition of pre-estimated damages for not achieving 92%/90% shall be limited to actual Kms multiplied by basic rate with an to limit the overall liability of the operator under the agreement, either through preestimated damages, penalties, total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by contractor or 1% amount of average payment of last six payment periods.	As Per RFP
5	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	3.2.	35	The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to the Purchaser 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 the purchaser bus crew or due to war, civil commotions, strikes, floods, earthquake, explosion etc. and not attributable to defects/ mechanical failures/ fire, shall be borne by the Purchaser. 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. Purchaser's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding. TML Response	As Per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				Request authority that buses to be driven by Authority drivers only and over which the contractor shall have no control mechanism. Therefore, we request authority that in case of accidents attributable to Purchaser or due to war, civil commotions, strikes, floods, earthquake and explosion as well as accidents not attributable to defects/ mechanical failure, for instance amongst other including (a) denting/painting of on account of minor scratches, (b) tyre side cuts, penetration of nails/ bolts, tyre failure due to stone getting stuck between rear tyres etc. shall be borne by Purchaser. The cost of repairs (Parts Cost & Labour Cost) on account of above shall be submitted by contractor to Purchaser.	
6	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	6.1	37	MAINTENANCE TO BE EFFECTED WITHOUT TIME OVER-RUN: The contractor shall be responsible for maintenance of the buses immediately under contract on delivery of the same in the allotted depots after registration. TML Response Request Authority to provide the names of allotted depot, total number of depots and depotwise number of bus housing capacity for mapping of manpower resources.	Pl. refer to clause 10 of Annexure-25 of RFP Number: DCGM/937/2020/AC for the procurement of Low floor CNG Buses..
7	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	7.1	37	The Contractor shall be required to undertake bus-wise maintenance on regular basis to ensure at least 92%/ 90% Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 92%/ 90% Depot-wise availability, the Contractor shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 110 Kms. TML Response Request authority that imposition of pre-estimated damages for not achieving 92%/90% shall be limited to actual kms multiplied by basic rate with an to limit the overall liability of the operator under the agreement, either through preestimated damages, penalties, total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by contractor or 1% amount of average payment of last six payment periods.	As Per RFP

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8	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	7.2	37	Besides, if the bus breaks down enroute after leaving the depot on shift duty and could not complete the scheduled kilometers, a preestimated damage shall be recovered amount equal to miss kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the Purchaser. The Contractor can also inspect the records, if so desires. TML Response Further, we request authority that in case breakdown bus is attended within 30 minutes after lodging of report to the contractor, Authority need to ensure that bus should complete the schedule Kms and no miss Kms deduction should be imposed on the contractor.	As Per RFP
9	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	7.3	37	However, the Contractor shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the Contractor or from the performance security. The Contractor agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner. TML Response Request Authority to consider those accident cases attributable to Authority or its driver where we have not get the go ahead/ work order for repair.	As Per RFP
10	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	7.6	38	The pre-estimated damages shall be capped to 10% maximum (inclusive of duties & taxes) on monthly basis in case the assured daily shift wise fleet availability is achieved during the month. TML Response The capping of pre-estimated damages is very high @ 10%. Request authority to limit the overall liability of the contractor under the agreement, either through pre-estimated damages, penalties, total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by contractor or 1% amount of average payment of last six payment periods.	Pl. refer amendment to the RFP document.
11	SECTION VI: GENERAL	20.1	44	PAYMENT OF THE BUSES: Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bills and the Purchaser will arrange the payment within	As Per RFP.

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	CONDITIONS OF CONTRACT (GCC)			30 days of receipt of bills complete in all respect with the required supporting documents subject to recoveries, if any, on account of pre-estimated damages towards failure to make available 92%/ 90% buses for operation/ water & electricity charges etc on monthly basis and any other charges recoverable as per Terms and Conditions of the Contract. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the Contractor as per applicable law. The following documents are to be submitted along with the Bills: i. Staff strength with detail of name, designation, ESIC no., Provident Fund no. etc. ii. Detail for the ESIC contribution deposited of the Staff. iii. Detail for the Provident Fund deposited of the Staff. iv. Other document as required by the Purchaser. TML Response Request Authority since the basis of payment is monthly run Kms and not the number of manpower deployed by contractor. Therefore, the contractor will submit the bill mentioning monthly run kms in applicable slabs rate along with the total amount with applicable taxes. However, contractor may assure that applicable labour laws are in compliance. Further, request Authority to specify that as per sub-point iv, what are the other documents ??	
12	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.1	45	The Vehicle Manufacturers (VM) cum Contractor directly and also through their authorized network meeting eligibility requirement shall be required to submit their comprehensive AMC offer for maintenance of buses up to 7,50,000 kilometers tentatively in 12 years operation for complete bus system taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, fire as well as accidental repairs (mechanical & body), tyre cut/ damage, broken lights and routine mechanical/ body repairs etc. inclusive of labour cost to ensure 92% availability during warranty period and 90% availability after warranty period. The comprehensive AMC offer shall also be inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems, and all value added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (GPS Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS) as per IS: 16490, Feeding of Routes & Bus stops, scrolling messages as per the requirement of the Depots in Hindi & English for manually as well as through GPS with Voice Announcement System, Heating Ventilation and Air Conditioning (HVAC) System	As Per RFP

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				etc. The Contractor shall be responsible for carrying out repairs/ maintenance/ servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/assemblies/ sub-assemblies etc.) upto 7,50,000 kilometers. The Contractor shall be required to carry out all accidental repairs of buses under comprehensive AMC whether attributable to the Contractor or to the Purchaser or due to natural calamities or otherwise. Only CNG fuel shall be provided by the Purchaser during AMC period. TML Response Request authority to ensure productive engagement of both the parties clause may be amended for 7,50,000 Kms or 12 years whichever is earlier. Request authority that buses to be driven by Authority drivers only and over which the contractor shall have no control mechanism. Therefore, we request authority that in case of accidents attributable to Purchaser or due to war, civil commotions, strikes, floods, earthquake and explosion as well as accidents not attributable to defects/ mechanical failure, for instance amongst other including (a) denting/painting of on account of minor scratches, (b) tyre side cuts, penetration of nails/ bolts, tyre failure due to stone getting stuck between rear tyres etc. shall be borne by Purchaser. The cost of repairs (Parts Cost & Labour Cost) on account of above shall be submitted by contractor to Purchaser.	
13	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC) AMC	22.5	45	The buses are expected to be operated daily in one or more shifts. Depotwise 92%/ 90% availability of the buses shall be calculated using shift wise availability of each Bus on six monthly basis. A bus made available for morning out shedding as per Depot out-shedding schedule latest by 9 AM shall be considered available for the morning shift. Similarly, a bus made available for evening out shedding as per Depot out-shedding schedule latest by 6 PM shall be considered available for the evening shift. However, the buses have to be made available by the Contractor for use by the Purchaser for morning & evening shifts shall be as per Depot Schedules for the buses and the Purchaser reserves his right to alter the schedule time of the buses. It implies that the Contractor shall make available each Bus should be available for 92%/ 90% of shifts taken on six monthly basis. If the bus fails to go on scheduled duty because of some maintenance/ mechanical defects/ breakdown but	Please refer to Annexure-11 in the RFP Document, for Final Estimated Damage Calculation, of this Comprehensive AMC Tender.

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				leaves the depot after 9 AM/ 6 PM i.e. late, it will not be considered available for that shift. Besides, if the bus breaks down enroute after leaving the depot on shift duty and could not complete the scheduled kilometers, a pre-estimated damage shall be recovered amount equal to missed kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the Purchaser. The Contractor can also inspect the records, if he desires. The Fleet Status Report after every Final Moring and Evening Outshedding shall be provided by the Contractor as per Annexure-8. TML Response Request authority that by an example kindly illustrates depot wise availability calculation formula. Further, we request authority in case of bus break down enroute, if the bus is attended within 30 minutes after lodging of report to the contractor, Authority need to ensure that bus should complete the schedule Kms and no miss Kms deduction should be imposed on the contractor.	
14	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.9	46	The Contractor shall be required to undertake bus-wise maintenance on regular basis to ensure at least 92%/ 90% Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 92%/ 90% Depot-wise availability, the Contractor shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 110 Kms. However, the Contractor shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the Contractor or from the performance security. The Contractor agrees that the aforesaid preestimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner. TML Response Request Authority to consider those accident cases attributable to Authority or its driver where we have not get the go ahead/ work order for repair.	As Per RFP

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				Further, Request authority that imposition of pre-estimated damages for not achieving 92%/90% shall be limited to 80 Kms multiplied by basic rate with an to limit the overall liability of the operator under the agreement, either through preestimated damages, penalties, total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by contractor or 1% amount of average payment of last three payment periods.	
15	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.10	46	The pre-estimated damages shall be capped to 10% max on six monthly basis in case the assured daily shift wise fleet availability is achieved during the six month. However, there will be additional damages on the number of buses which are short during the six monthin case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period. Drivers are instructed to lodge a complaint, if any, at the end of each shift to enable contractor to rectify the defects. If a complaint is made by the driver just before the out shedding of the bus in the respective shifts the contractor shall be given sufficient reasonable time as required for rectification thereof as per Annexure-9 starting from the time the complaint is received. Such bus will not be considered as not available or late outshedded if the contractor rectifies the complaint within that reasonable time period and makes it available for out shedding, be it beyond the 9 AM/ 6PM. TML Response For penalty calculation Request authority to share example for calculating penalty within capping limit and vice versa. It seems that penalty capping of 10% is for only for miss kms and not for less out shedding. We request authority to limit the overall liability of the contractor under the agreement, either through pre-estimated damages, penalties, total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by contractor or 1% amount of average payment of last six payment periods. The pre-estimated damages shall be capped to 1% max on monthly basis.	As Per RFP
16	SECTION VI: GENERAL	22.22	59 48	The Contractor shall attend to accidental repairs of buses attributable to the driver of the Purchaser in the shortest possible time at the purchaser's cost (excluding the cost of new	As Per RFP

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	CONDITIONS OF CONTRACT (GCC)			parts/items claimed in the repair estimate against serviceable parts/items) in order to make available these buses fit/ roadworthy for operation for convenience of the commuters. The Shift loss for accidental repairs of repeated nature on the part of the Purchaser (time allowed for attending to repeated nature of accidental repairs) for repairs of accidental buses to make them roadworthy has been enclosed as Annexure-12. The Contractor shall be required to maintain a time register. TML Response The contractor will attend the breakdown attributable to purchaser or due to civil commotions, riots, natural disasters, fire in bus etc. However it is requested to authority that buses to be driven by Authority drivers only and over which the contractor shall have no control mechanism. Therefore, for such accidents authority need to provide work order before starting of works as we request authority that in case of accidents attributable to Purchaser or due to war, civil commotions, strikes, floods, earthquake and explosion as well as accidents not attributable to defects/ mechanical failure, for instance amongst other including (a) denting/painting of on account of minor scratches, (b) tyre side cuts, penetration of nails/ bolts, tyre failure due to stone getting stuck between rear tyres etc. shall be borne by Purchaser. The cost of repairs (Parts Cost & Labour Cost) on account of above shall be submitted by contractor to Purchaser.	
17	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.24	49	The repair shall be undertaken by contractor only after receiving the signed AIR and approval on cost estimate from DTC. After completion of accident repairs, the satisfactory certificate/note as per Annexure 16 will be issued by DTC. The cost of spare parts chargeable shall be as per the approved price list and for labour charges based on the Government's notified minimum wages rates for skilled staff applicable in Delhi and will be revised as per the Government notifications on minimum wages. The cost of repairs on account of minor scratches, dents & paint touching shall also not be charged to the Purchaser and the bus will be repaired at the cost of the Contractor. In case of replacement of metallic parts/ components/ spares/ items/material/ tyres, a rebate @ 5% of the approved price list shall be given by the Contractor to the Purchaser towards retaining the aforesaid unserviceable/ defective parts/ items by the Contractor in lieu of salvage value of metallic/ such other parts. The payment towards the accident repair shall be made by DTC within 30	As Per RFP

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				days of receipt of the bill. Whenever any deduction will be made by DTC from the final invoice of the accidental repair bill, a proper show cause notice clearly reflecting the deductions will be issued to Contractor before making final deductions. However, in case of tyre damage due to negligence on the part of DTC driver the payment of damage tyre will be made as per the NSD formula as per Annexure 17. TML Response <u>Request authority to kindly clarify the scope for accident attributable to purchaser as in many clauses (Clause 3.2, page and clause 22.9) it seems it is under scope of contractor. Request for clarification and suitable clause amendment may carry out by Authority.</u> The prices of spare parts will be as per the ASRTU Rate Contract and will be governed as per the Terms and Conditions mentioned in the same.	
18	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.31	50	The Contractor shall be responsible for all upkeep and maintenance both exterior and interior cleanliness and presentability of each bus at the time of outshedding. The Contractor shall ensure that all the buses made available for out-shedding shall be aesthetically maintained in tidy and presentable conditions. In case, a bus is found in untidy and poor presentability condition, a token fine of Rs. 200/- per bus shall be recoverable from the Contractor. TML Response Request Authority to delete this fine/ penalty as presentability is very subjective and quantitative in nature and may vary from depot to depot and can be levied arbitrary fashion on the contractor.	As Per RFP
19	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.38	51	The Purchaser reserves his 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 revenues arising out of this 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 AMC services provided by the Contractor get impaired due to such advertisements/ publicity.	As Per RFP

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				TML Response Request Authority that any loss/ damage due to mounting or dismounting of advertisement to bus, the same either need to be repaired by advertisement or by Purchaser.	
20	SECTION V: INSTRUCTION TO BIDDERS (ITB)	2.1	17	Vehicle Manufacturers (VM) and/ or their authorized network with satisfactorily experience of at least two years ending on 31st March, 2020 for maintaining the buses of CNG Propelled Fully Built Low Floor AC buses. In case of authorized network of VM, a certificate from VM is required to be issued certifying that the prospective Bidder for AMC services is in the authorized network of VM and the experience certificate for satisfactorily maintaining Low floor AC CNG buses and has not been black listed till date by the VM. An authorization by VM is also required to be issued to the prospective Authorized Network Bidder to participate in the Bid and will ensure supplies of genuine VM/ OEM or their recommended spare parts to the authorized network bidder for maintenance of these Low Floor Buses. The prospective bidder should be Proprietorship Firm or a Company registered under the Indian Companies act, 2013 or a Partnership Firm registered under Partnership Act, 1932 or a foreign company, incorporated under relevant Act. TML Response Request to Kindly reiterate the statement as "The prospective bidder should be Proprietorship Firm or a Company registered under the Indian Companies act 1913, 2013, or a Partnership Firm registered under Partnership Act, 1932 or a foreign company, incorporated under relevant Act." Tata Motors Ltd. is a company registered under the Indian Companies Act, 1913.	Section 2(20) of the 2013 Act defines the term "company" to mean "a company incorporated under the Companies Act 2013 or any previous company law." As such a company registered under the previous company law is covered under eligibility condition as defined in the RFP
21	Sec VI - General Conditions of Contract (GCC)	3.2	35	The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to the Purchaser 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 the purchaser bus crew or due to war, civil commotions, strikes, floods, earthquake, explosion etc. and not attributable to defects/ mechanical failures/ fire, shall be borne by the Purchaser. 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. Purchaser's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding.	As Per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				TML Response The Decision regarding the whether the accident is because of defects/ mechanical failure/ fire or otherwise should be Mutual i.e both of TML & DTC	
22	Sec VI - General Conditions of Contract (GCC)	12.1	40	The Purchaser reserves the right to increase the number of Buses for maintenance by him by 25% (twenty-five percent) of the initially contracted numbers of Buses, (i.e. the number of buses for maintenance in the LOA) at any time till the completion of delivery of the entire number of Buses without any change in the Price or other Terms & Conditions. TML Response Adequate Space to be provided in the depot for any additional buses	As Per RFP
23	Sec VI - General Conditions of Contract (GCC)	22.8	46	These buses shall be attended at Purchaser Depots as well as for minor repairs on line to minimize down time. The Contractor shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum attending time/ removal of breakdown bus on line shall be 4 hours within Delhi or in immediate vicinity of Delhi (i.e. time required for Contractor's maintenance engineers to report to the site and attending the breakdown after a request call/email is made). Any delay beyond 4 Hrs online will attract additional Pre-estimated damage of 50 % of the missed kilometer multiplied by AMC rates. The Contractor shall be required to maintain a minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam. During AMC Period, the Contractor shall be required to deploy well-trained Engineers/ Technicians/ trained staff/ manpower etc. to attend to the maintenance/ repairs and servicing of bus(es) and for quality assurance/ control/ checking/ preventive maintenance/ record-keeping etc. prior to the scheduled departure of each bus. TML Response Request authority to iterate the statement as "The Contractor shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum attending time/ removal of breakdown bus on line shall be 6 hours within Delhi or in immediate vicinity of Delhi (i.e. time required for Contractor's maintenance engineers to report to the site and attending the breakdown after a request call/email is made).	As Per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
24	Sec VI - General Conditions of Contract (GCC)	20.3	25	The Bidders should quote their lowest possible prices and should exclude the cost towards servicing/ spare parts/consumables/labour etc. under warranty cover. The Bidders shall be required to certify/ give an undertaking to the effect that the rates quoted are minimum/ reasonable & they have not quoted/ charged lower rates from any other Government Departments/ State Transport Undertaking for Comprehensive Annual Maintenance Contract of fully built AC CNG propelled low floor buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC conforming to same terms & conditions and specifications. The undertaking be certified & duly stamped by their Chartered Accountants. In case the Contractor offers to maintain the buses conforming to same specifications to any other State or Central Government Departments/ State Transport Undertakings/ Central or State Public Sector Undertakings at rates lower than the rates accepted against the present Contract, such lower rates shall also be made applicable to the present Contract subsequent to the said date of offer of maintenance at the lower rates by the Contractor. TML Response The Clause of "The undertaking be certified & duly stamped by their Chartered Accountants" to be deleted . It shall be certified by OEM representative	As Per RFP
25	SECTION V: INSTRUCTIONS TO BIDDERS (ITB) Insurance	21	25	INSURANCE: The Purchaser will arrange third party insurance of the buses at its own cost. The Contractor shall take adequate insurance cover for the buses during AMC period, in custody of the Contractor for maintenance which shall include 'buses under repair' parked in depots, to indemnify the Purchaser from any loss/ damages caused to the bus including on account of fire. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/ maintenance workshop, shall be borne by the Contractor except and to the extent, it is indemnified or realized from the Insurance Policy of the Purchaser, if any. TML Response DTC Should ensure the insurance on its own name as vehicle are registered under DTC . OEM Cannot take insurance claim as legally not possible for the reason that the buses are owned by DTC, and hence the insurable interest in the buses is also vested with DTC. The insurance policy has to be obtained in the name of DTC only. Though the cost of obtaining the insurance policy and/ or payment of the yearly insurance premium may be shifted on to	As Per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				the contractor. This shall at least ensure that the claims are processed by the insurance company smoothly at the behest of DTC.	
26	SECTION V: INSTRUCTIONS TO BIDDERS (ITB) PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:	20.6	25	The Contractor shall be required to undertake bus-wise maintenance on regular basis to ensure at least 92%/ 90% Depot-wise fleet availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 92%/ 90% Depot-wise fleet availability, the Contractor shall be liable for imposition of preestimated damages @ Basic AMC rate multiplied by 110 Kms TML Response Request authority that imposition of pre-estimated damages for not achieving 92%/90% shall be limited to actual Kms multiplied by basic rate with an to limit the overall liability of the operator under the agreement, either through preestimated damages, penalties, total fines or all other fines, whether the liability arises as a result of single act or a series of act should be limited to a maximum of an amount of equal to 1% of the total payment received by contractor or 1% amount of average payment of last six payment periods.	As Per RFP
27	SECTION V: INSTRUCTIONS TO BIDDERS (ITB) Insurance	21	25	INSURANCE: The Purchaser will arrange third party insurance of the buses at its own cost. The Contractor shall take adequate insurance cover for the buses during AMC period, in custody of the Contractor for maintenance which shall include ‘buses under repair’ parked in depots, to indemnify the Purchaser from any loss/ damages caused to the bus including on account of fire. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/ maintenance workshop, shall be borne by the Contractor except and to the extent, it is indemnified or realized from the Insurance Policy of the Purchaser, if any. TML Response DTC Should ensure the insurance on its own name as vehicle are registered under DTC . OEM Cannot take insurance claim as legally not possible for the reason that the buses are owned by DTC, and hence the insurable interest in the buses is also vested with DTC. The insurance policy has to be obtained in the name of DTC only. Though the cost of obtaining the insurance policy and/ or payment of the yearly insurance premium may be shifted on to the contractor. This shall at least ensure that the claims are processed by the insurance company smoothly at the behest of DTC.	As Per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
28	Sec VI - General Conditions of Contract (GCC) FORCE MAJEURE	9.5	39	If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms. TML Response Clause needs to be deleted or it should be decided with mutual agreement	As Per RFP
29	ANNEXURE 19	6.1.xi	98	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. TML Response Clause needs to be deleted as this is the tender for AMC Services and Request authority to kindly provide the Contract Value of the tender	As Per RFP
30	SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)	22.38	51	The Purchaser reserves his 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 revenues arising out of this 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 AMC services provided by the Contractor get impaired due to such advertisements/ publicity. TML Response Request authority to ensure compensate in case of damages to bus of its aesthetic quality due to advertisement.	As Per RFP

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**‘REQUEST FOR PROPOSAL’ (RFP) DOCUMENT ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 AC CNG
PROPELLED LOW FLOOR BUSES OF THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST RFP NUMBER:
DCGM/SBU/937/2020/AC
[GLOBAL RFP NUMBER: DCGM/SBU/937-AMC/2020/AC, Tender ID: 2020_DTC_193630_1, DATE OF ISSUE: 19.08.2020]**

DATE OF ISSUE: 10.09.2020

PRE-BID CONFERENCE HELD AT 15:00 HOURS ON 26th AUGUST, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE,
NEW DELHI-110002, INDIA

AMENDMENTS/ CLARIFICATIONS SOUGHT BY M/S. JBM AUTO LTD

RESPONSE OF DTC:

Sr. 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	Price Schedules RFP-II Section X	Table Column ‘F’	2	" Taxes on AMC Charges, if any" <u>JBM RESPONSE</u> Suggest no quoting of taxes by contractor as the same will be paid on actuals.	As Per RFP
2	NA	NA	NA	<u>JBM REQUEST</u> Cost Evaluation We suggest AMC cost Evaluation criterion to be based on PV (Present Value) methodology.	Appropriate Methodology will be adopted for Cost Evaluation.
3	Price Schedules RFP-II Section X	Important Notes:	4	In case of discrepancy between unit price & total price, the price as favorable to the purchaser shall prevail.	As Per RFP

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		(i)		<u>JBM RESPONSE</u> We request to clarify by giving example. Suggest- Also such mistake if any should be mutually resolved.	
4	Price Schedules RFPII Section X	Important Notes: (iv)	4	The bidder shall clearly indicate breakup of prices in their bids in respect of comprehensive maintenance price including govt. taxes/levies etc as applicable at the time of filling their bids. <u>JBM RESPONSE</u> Suggest no quoting of taxes/levies by contractor as the same will be paid on actuals. Even if the same are quoted - they will be as indicative only & actual taxes/levies will be applicable & payable by contractor to purchaser at the time of raising invoice as per prevailing regulation at such times.	As Per RFP
5	III-A Bid Invitation Notice Duration	-----	11	Upto 750,000 KMs tentatively to be completed in 12 years <u>JBM RESPONSE</u> We suggest- 750,000 KMs or 12 years whichever is earlier with monthwise assured KM.	As Per RFP
6	Section:V Instructions to Bidders Discharge Of Bid Security of unsuccessful bidder(s)	18	24	Bid Security of unsuccessful Bidders will be discharged / returned as promptly as after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing Contract by the Purchaser <u>JBM RESPONSE</u> The unsuccessful bidders should get the bid security return after opening of the bid within 10 working days from expiry of bid validity.	As Per RFP
7	Section:V Instructions to Bidders Insurance	21	25	INSURANCE: The Purchaser will arrange third party insurance of the buses at its own cost. The Contractor shall take adequate insurance cover for the buses during AMC period, in custody of the Contractor for maintenance which shall include 'buses under repair' parked in depots, to indemnify the Purchaser from any loss/ damages caused to the bus including on account of fire. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/ maintenance workshop, shall be borne by the Contractor except and to the extent, it is indemnified or realized from the Insurance Policy of the Purchaser, if any. <u>JBM RESPONSE</u> "We suggest:-Purchaser to take comprehensive Insurance of Buses for overall smooth functioning as third party insurance is already with purchaser. This is important as in day to day	As Per RFP

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				depot operations assigning responsibility of mishap & damage becomes difficult & time consuming & the same may affect availability of buses & consume many productive hours. Further, at the end of quoted text kindly add- "if the negligence on the part of contractor is proven" .	
8	Section:V Instructions to Bidders Price Basis, Delivery Schedule & Payment Terms	20.3	25	In case the Contractor offers to maintain the buses conforming to same specifications to any other State or Central Government Departments/ State Transport Undertakings/ Central or State Public Sector Undertakings at rates lower than the rates accepted against the present Contract, such lower rates shall also be made applicable to the present Contract subsequent to the said date of offer of maintenance at the lower rates by the Contractor. <u>JBM RESPONSE</u> As the pricing of the services depend on obligation's of the contracts that can vary accordingly. Hence we suggest to delete this clause.	As Per RFP
9	Section:V Instructions to Bidders Performance security	37	31	Performance security : Within 21 days of dispatch of the 'Letter of Acceptance' from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 10 (Ten) % of the Annual Contract value* calculated for all the allotted buses as per the highest slab rate of AMC of L-1 Bidder in accordance with Clause 4 of General Conditions of Contract. *(Annual Contract value = Highest slab rate of AMC X 70000 kms X Number of allotted buses) <u>JBM RESPONSE</u> During AMC period contractor will have substantial investments in terms of people, machinery & other heads. Also around 60 days receivables will also be available with purchaser at any given time as per RFP payment terms(which is too high & we request to reduce substantially vide other point), there is no perceivable logic for performance guarantee. Hence, we suggest- "There should not be any performance Guarantee"	As Per RFP
10	Section: VI General Conditions Of Contract	4.2	35	If the Bidder, having been called upon by the Purchaser to furnish Performance Security, fails to furnish the same, it shall be lawful for the Purchaser <u>JBM RESPONSE</u> If the Bidder, having been called upon in writing by the Purchaser to furnish Performance	As Per RFP

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Sr. 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
	Performance Security			Security, fails to furnish the same before the expiry of existing performance bank Guarantee. The Purchaser may:-	
11	Section: VI General Conditions Of Contract Accidental repair	3.2	36 35	The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to the Purchaser 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 the purchaser bus crew or due to war, civil commotions, strikes, floods, earthquake, explosion etc. and not attributable to defects/ mechanical failures/ fire, shall be borne by the Purchaser. 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. Purchaser's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding. <u>JBM RESPONSE</u> We suggest - that for purchaser & contractor to mutually decide whether the accident is because of defects/ mechanical failure/ fire or otherwise.	As Per RFP
12	Section: VI General Conditions Of Contract Performance Security	4.4	36	On the satisfactorily performance and completion of the contract in all respects the Bank Guarantee will be returned to the Contractor without any interest and upon submission of no claim certificate. <u>JBM RESPONSE</u> On the satisfactorily performance and completion of the contract in all respects the Bank Guarantee will be returned to the Contractor within 7 days, without any interest and upon submission of no claim certificate.	As Per RFP
13	Section: VI General Conditions of Contract Unavailability Penalty	7.1	37	The Contractor shall be required to undertake bus-wise maintenance on regular basis to ensure at least 92%/ 90% Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 92%/ 90% Depot-wise availability, the Contractor shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 110 Kms. <u>JBM RESPONSE</u> We suggest- "Depot Fleet wise availability of 92% / 90% on 6 monthly / yearly basis" in place of as suggested in RFP i.e. Individual Bus wise availability penalty. As discussed & explained	As Per RFP

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				during Prebid meeting this methodology will make whole operation significantly efficient.	
14	Section: VI General Conditions of Contract Breakdown Penalty	7.2	37	Besides, if the bus breaks down enroute after leaving the depot on shift duty and could not complete the scheduled kilometres, a pre-estimated damage shall be recovered amount equal to miss kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the Purchaser. The Contractor can also inspect the records, if so desires. <u>JBM RESPONSE</u> We suggest that:-Pre estimated damage for Miss km due to Breakdown can be charged only when Contractor is unable to provide 92/90 % availability of fleet. If at ll That too should be calculated on half amount of prevailing AMC rates at that point of time for that particular bus. Further, Miss km should not include the less km contributed by Traffic jam or fault from the Driver part. Further if subject to preceding conditions if missed KM pre estimated damage is levied by Purchaser that along with all deductions including but not limited to Pre estimated damages /penalty etc. must be capped at 10% limit (vide other point, we request to reduce this limit also substantially in that case amended limit to apply).	As Per RFP
15	Section: VI General Conditions of Contract Bus wise penalty	7.3	37	However, the Contractor shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the Contractor or from the performance security. The Contractor agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner. <u>JBM RESPONSE</u> We understand from prebid meeting- that contractor should strive for that "no bus shall be held up beyond 15 days continuously". However if such unlikely cases occur there is no additional deduction.	As Per RFP
16	Section: VI General Conditions of Contract	7.3	37	However, the Contractor shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the Contractor or from the performance security. The Contractor agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner. <u>JBM RESPONSE</u>	As Per RFP

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				However, the Contractor shall ensure that no bus shall be held up beyond 15 days continuously except the accidental buses. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the Contractor or from the performance security. The purchaser shall intimate in writing to contractor for any such deductions and give a oppournity to contractor of being heard. Needs to be deleted: The Contractor agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner	
17	Section: VI General Conditions of Contract	8.2	38	In the event the Purchaser terminates the contract in whole or in part, pursuant to sub clause 8.1 above, the Purchaser 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 the Purchaser for any excess costs for maintenance of such buses up to 7,50,000 KMS. <u>JBM RESPONSE</u> We request to remove this clause as the same is neither logical, nor workable.	As Per RFP
18	Section: VI General Conditions of Contract	8.2	38	In the event the Purchaser terminates the contract in whole or in part, pursuant to sub clause 8.1 above, the Purchaser 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 the Purchaser for any excess costs for maintenance of such buses up to 7,50,000 KMS. <u>JBM RESPONSE</u> In case the condition of termination arises, before taking any action (related to cost of maintenance of buses upto 750000 KM) there should a mutual agreement between the Contractor (whose Contract is terminated) & Purchaser.	As Per RFP
19	Section: VI General Conditions of Contract	7.7	38	The Contractor agrees that pre-estimated damages mentioned in clause 7.1 & 7.2 above are fair and genuine pre-estimates and not by way of penalty. The Contractor also agrees that he shall not dispute the same in any manner. <u>JBM RESPONSE</u> The Purchaser shall always give opportunity to contractor of being heard.	As Per RFP
20	Section: VI General	8.1	38	The Purchaser 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	As per RFP

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	Conditions of Contract			a. if the Contractor fails to maintain any or all of the buses specified in the contract pursuant to clause 7 and/ or b. if the Contractor fails to perform any other obligation(s) under the contract. <u>JBM RESPONSE</u> In case of default, either party can refer the dispute for amicably settlement as per clause 16 of this contract. Outcome of the same shall be binding on both the parties. if the Contractor fails to maintain any or all of the buses specified in the contract pursuant to clause 7 and/ or b. if the Contractor fails to perform any other obligation(s) under the contract. Provided , the Purchaser shall in writing give an oppornity to contractor to improve within six months under the terms of the this contract	
21	Section: VI General Conditions of Contract	7.6	38	The pre-estimated damages shall be capped to 10% maximum (inclusive of duties & taxes) on monthly basis in case the assured daily shift wise fleet availability is achieved during the month. However, there will be additional damages on the number of buses which are short during the month in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period. <u>JBM RESPONSE</u> We understand that all deductions including but not limited to Preestimated damages /penalty etc. are capped at 10% limit & suggest that this should be reduced substantially. However this point is suggesting some additional deduction based on "assured daily shift wise fleet availability. As requested during prebid, Purchaser to Kindly share example calculation to understand. Also suggest to keep overall cap of substantially lower than 10% on all sort of deductions as requested in preceding text.	Pl. refer amendment to the RFP document.
22	Section: VI General Conditions of Contract	9.4	39	Any waiver/ extension of time in respect of the delivery of any instalment or commissioning of buses shall not be deemed to be a waiver/ extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.	As per RFP

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				<u>JBM RESPONSE</u> This clause is not applicable on this agreement since it's a AMC.	
23	Section: VI General Conditions of Contract	9.5	39	If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms. <u>JBM RESPONSE</u> <u>We suggest:-</u> In case due to Force Majeure purchaser releases from further performance of contract, all Payments have to be cleared by Purchaser before such event. Also Purchaser to buy the Equipments at the depreciated value of that time.	As per RFP
24	Section: VI General Conditions of Contract	11.8	40	The Contractor shall comply with all Applicable Laws relating to the reporting of accidents, incidents, fatalities, injuries, and dangerous occurrences. The Contractor shall liaise with the Purchaser in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof. <u>JBM RESPONSE</u> The Contractor shall intimate the purchaser as soon as possible. Both the parties comply with all Applicable Laws relating to the reporting of accidents, incidents, fatalities, injuries, and dangerous occurrences. The purchaser shall take all the necessary measures to be taken to prevent the recurrence thereof in future.	As per RFP
25	Section: VI General Conditions of Contract	14.1	41	The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/ Contractor in any of the following events, that is to say: - (c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Bidder/ Contractor shall, under no circumstances, be entitled to any gain on repurchase. <u>JBM RESPONSE</u>	As Per RFP

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				The Purchaser may at any time, by notice in writing summarily determine the contract to the Bidder/ Contractor in any of the following events, that is to say: We suggest to delete following:- (c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Bidder/ Contractor shall, under no circumstances, be entitled to any gain on repurchase	
26	Section: VI General Conditions of Contract	16.2(a)	42	a) Any Dispute which is not resolved amicably as provided in Clause 16.1(a) 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 chosen from a panel of arbitrators on the list of arbitrators available with or furnished by DTC. 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 arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time. The arbitrator shall issue a reasoned Award. <u>JBM RESPONSE</u> a) if Any Dispute which is not resolved amicably as provided in Clause 16.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. All dispute and differences arising out of or in connection with or relating to the present agreement shall be settled under the Rules of Delhi International Arbitration Centre by three arbitrators appointed in accordance with its Rules. The appointment of arbitrators by Delhi International Arbitration Centre shall be final and no party shall challenge its appointment before any court of law.	As Per RFP
27	Section: VI General Conditions of	20.1	44	PAYMENT OF THE BUSES: Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bills and the Purchaser will arrange the payment within 30 days of receipt of bills complete in all respect with the required supporting documents subject to	As Per RFP

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	Contract			recoveries, if any, on account of pre-estimated damages towards failure to make available 92%/ 90% buses for operation/ water & electricity charges etc. on monthly basis and any other charges recoverable as per Terms and Conditions of the Contract. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the Contractor as per applicable law. The following documents are to be submitted along with the Bills: i. Staff strength with detail of name, designation, ESIC no., Provident Fund no. etc. ii. Detail for the ESIC contribution deposited of the Staff. iii. Detail for the Provident Fund deposited of the Staff. iv. Other document as required by the Purchaser. <u>JBM RESPONSE</u> We suggest:- every fortnight billing and payment within 7 days from date of submission of bill Also We suggest:- that Purchaser to ensure timely payment by ensuring advance estimated payment for 3 months in escrow account & in case timely payments are not done by purchaser any deduction accrued for such periods when purchaser has an overdue outstanding must be waived off permanently.	
28	Section: VI General Conditions of Contract	20.2	44	The Contractor shall not claim any interest on any overdue/ or unadjudicated payments under the contract. <u>JBM RESPONSE</u> We suggest-As per Industry norms delay payment should attract interest @ 18% annually at least on total outstanding amount.	As Per RFP
29	Section: VI General Conditions of Contract	18.3	44	The Contractor shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of National Capital Territory of Delhi as the case may be. <u>JBM RESPONSE</u> The Contractor shall procure all the necessary approvals and permissions from the Government of India and from the Government of National Capital Territory of Delhi and the purchaser shall provide its complete support to contractor in procurement of the approvals.	The necessary support wherever required shall be given by the purchaser.

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30	Section: VI General Conditions of Contract	22.1	45	The Vehicle Manufacturers (VM) cum Contractor directly and also through their authorized network meeting eligibility requirement shall be required to submit their comprehensive AMC offer for maintenance of buses up to 7,50,000 kilometres tentatively in 12 years operation for complete bus system taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ overhauling of assemblies/ sub-assemblies and break downs, fire as well as accidental repairs (mechanical & body), tyre cut/ damage, broken lights and routine mechanical/ body repairs etc. inclusive of labour cost to ensure 92% availability during warranty period and 90% availability after warranty period. The comprehensive AMC offer shall also be inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems, and all value added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (GPS Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS) as per IS: 16490, Feeding of Routes & Bus stops , scrolling messages as per the requirement of the Depots in Hindi & English for manually as well as through GPS with Voice Announcement System etc. The Contractor shall be responsible for carrying out repairs/ maintenance/ servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ sub-assemblies etc.) up to 7,50,000 kilometres. The Contractor shall be required to carry out all accidental repairs of buses under comprehensive AMC whether attributable to the Contractor or to the Purchaser or due to natural calamities or otherwise. Only CNG fuel shall be provided by the Purchaser during AMC period. <u>JBM RESPONSE</u> Accidental repair attributable to the Purchaser or due to Natural calamities also to be covered in comprehensive AMC as per RFP which is not acceptable. We suggest Purchaser to clearly mention in RFP that-"Accidental repair including attributable to the Purchaser or due to Natural calamities will be attended & rectified by Contractor on chargeable Basis. Charges for Labor, Parts, sublet & other sundry & associated items if any will be paid by purchaser to contractor as per VM price list / rates. Decision of VM will be final with regard to repair/replacement of any component/assembly in all such accidental cases. In case of unavailability/being non serviceable a higher order part /component can be replaced by VM/contractor.	As Per RFP

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31	Section: VI General Conditions of Contract	22.2	45	The Contractor shall also undertake the replacement of worn out or damaged bus parts like Marine Boards, Door Rubbers, Handholds, Window Catchers, Fire Extinguisher Boxes, Roof Hatch, Hammers, Amplifiers etc. of the buses during AMC Period. <u>JBM RESPONSE</u> All such shortages, missed items like hammers should be covered under AIR / missed items & to be replenished by contractor on chargeable basis.	As Per RFP												
32	Section: VI General Conditions of Contract	22.3	45	The Contractor shall be required to maintain/ replace all graphics/ Registration Numbers both interior & exterior of the buses including additional graphics as required/ on account of any Government Notifications during AMC Period. <u>JBM RESPONSE</u> For replacement of additional Graphics, the same has to be provided by Purchaser	As Per RFP												
33	Section: VI General Conditions of Contract	22.10	46	Drivers are instructed to lodge a complaint, if any, at the end of each shift to enable contractor to rectify the defects. If a complaint is made by the driver just before the out shedding of the bus in the respective shifts the contractor shall be given sufficient reasonable time as required for rectification thereof as per Annexure-10 starting from the time the complaint is received. Such bus will not be considered as not available or late outshedded if the contractor rectifies the complaint within that reasonable time period and makes it available for out shedding, be it beyond the 9 AM/ 6PM. <u>JBM RESPONSE</u> Time period provided in Annexure 10 is very tight. We suggest to amend the same in consultation with contractor /VM post operationalization of AMC as these time periods may depend on various conditions. Further even if vehicle is late outshedded reasons attributable tp contractor the same should be counted in availability.	As Per RFP												
34	Section: VI General Conditions of Contract	22.11	47	S.No. Year of Operation Period (Kms.) Total Kms <table><tr><td>1.</td><td>1st year(excluding items covered in Warranty)</td><td>0-70,000</td><td>70,000</td></tr><tr><td>2.</td><td>2nd year(excluding items covered in Warranty)</td><td>70,001 – 1,40,000</td><td>70,000</td></tr><tr><td>3.</td><td>3rd year(excluding items covered in Warranty)</td><td>1,40,001 to 2,10,000</td><td>70,000</td></tr></table>	1.	1st year(excluding items covered in Warranty)	0-70,000	70,000	2.	2nd year(excluding items covered in Warranty)	70,001 – 1,40,000	70,000	3.	3rd year(excluding items covered in Warranty)	1,40,001 to 2,10,000	70,000	The year means the tentative year for completion of the slab
1.	1st year(excluding items covered in Warranty)	0-70,000	70,000														
2.	2nd year(excluding items covered in Warranty)	70,001 – 1,40,000	70,000														
3.	3rd year(excluding items covered in Warranty)	1,40,001 to 2,10,000	70,000														

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				4. 4th year 2,10,001 to 2,70,000 60,000 5. 5th year 2,70,001 to 3,30,000 60,000 6. 6th year 3,30,001 to 3,90,000 60,000 7. 7th year 3,90,001 to 4,50,000 60,000 8. 8th Year 4,50,001 to 5,10,000 60,000 9. 9th year 5,10,001 to 5,70,000 60,000 10. 10th year 5,70,001 to 6,30,000 60,000 11. 11th year 6,30,001 to 6,90,000 60,000 12. 12th year 6,90,001 to 7,50,000 60,000 <u>JBM RESPONSE</u> We suggest :- new rate must be applicable when a bus under AMC covers either yearly KM slab or covers particular year, whichever is earlier. We suggest:- DTC to provide Assured monthly KM Bus wise to take care of fixed costs. Eg. @ 70000 KM for the first year monthly assure KM=5833 KM. If the Bus has done only 5000 KM in particular month AMC charge payable should be for 5833 KM. In case Bus runs more than assured KM, AMC charge payable should be on actual run KM & accordingly contractor should raise bill & purchaser should pay.	kilometers. The rates are to be quoted for the kilometers of each slab.
35	Section: VI General Conditions of Contract	22.5	47	The buses are expected to be operated daily in one or more shifts. Depot-wise 92%/ 90% availability of the buses shall be calculated using shift wise availability of each Bus on six monthly basis. A bus made available for morning out shedding as per Depot out-shedding schedule latest by 9 AM shall be considered available for the morning shift. Similarly, a bus made available for evening out shedding as per Depot out-shedding schedule latest by 6 PM shall be considered available for the evening shift. However, the buses have to be made available by the Contractor for use by the Purchaser for morning & evening shifts shall be as per Depot Schedules for the buses and the Purchaser reserves his right to alter the schedule time of the buses. It implies that the Contractor shall make available each Bus should be available for 92%/ 90% of shifts taken on six monthly basis. If the bus fails to go on scheduled duty because of some maintenance/ mechanical defects/ breakdown but leaves the depot after 9 AM/ 6 PM i.e. late, it will not be considered available for that shift. Besides, if the bus breaks down enroute	As Per RFP

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				after leaving the depot on shift duty and could not complete the scheduled kilometres, a pre-estimated damage shall be recovered amount equal to missed kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the Purchaser. The Contractor can also inspect the records, if he desires. The Fleet Status Report after every Final Morning and Evening Out shedding shall be provided by the Contractor as perAnnexure-8. <u>JBM RESPONSE</u> We suggest-Even if Bus is not offered by mentioned cut off time by contractor & still sent on route by purchaser the Bus to be included in availability. We suggest that:-Pre estimated damage for Miss km due to Breakdown can be charged only when Contractor is unable to provide 92/90 % availability of fleet. Further, Miss km should not include the less km contributed by Traffic jam or fault from the Driver part. Further if subject to preceding conditions if missed KM pre estimated damage is levied by Purchaser that along with all deductions including but not limited to Preestimated damages /penalty etc. must be capped at 10% limit (vide other point, we request to reduce this limit also substantially in that case amended limit to apply)	
36	Section: VI General Conditions of Contract	22.13	47	The Purchaser shall provide existing maintenance facilities available in the Depot on ‘as is where is basis’ to the Contractor. However, in case of Depots where Low Floor Bus maintenance facilities are not there, the Purchaser shall be responsible to provide Service Pits & six rooms to the Contractor besides Effluent Treatment Plant, Tower Lights, Water Softening Plant. <u>JBM RESPONSE</u> In case of existing Depot, DTC should check for completeness of all required parameters and in perfect working condition. Infrastructure & layout to be jointly signed off between purchaser & contractor to contractor's satisfaction that AMC can be successfully run in handed over infrastructure.	As Per RFP
37	Section: VI General Conditions of	22.14	47	The Contractor will be responsible to make his own arrangement for Plant & Machinery, Tools, Jigs & Fixtures, Washing Plant required for proper maintenance of buses.	As Per RFP

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	Contract			<u>JBM RESPONSE</u> We suggest-Contractor to provide only movable tools & equipment's directly required for maintenance of Buses as per JBM Norms. Rest all infrastructure- including but not limited to- required office spaces & rooms viz part & Lube store rooms, battery, tyre, compressor, engine, training, rest etc. rooms. Sufficient pits lights, water & electricity must be provided by Purchaser.	
38	Section: VI General Conditions of Contract	22.15	47	The Contractor is required to create maintenance facilities at DTC's Depots within three months from the date of issue of Letter of Acceptance (LOA). No pre-estimated damages towards non-availability of 92%/ 90% of buses shall be levied on the Contractor in case where AC Low Floor Bus maintenance facilities are not there, for next four months due to any delay in creation of facilities of Service Pits & Six Rooms to the Contractor besides Effluent Treatment Plant, Tower Lights, Water Softening Plant i.e. no pre-estimated damages for 7 (3 + 4) months from the date of issue of LOA. <u>JBM RESPONSE</u> We request for -Penalty free period should be higher of 7 (3+4) months from Date of Start of operation or till the time Purchaser has not handed over Depot to contractor to full satisfaction of contractor for maintenance of Buses with mutual facility sign off.	As Per RFP
39	Section: VI General Conditions of Contract	22.8	47	These buses shall be attended at Purchaser Depots as well as for minor repairs on line to minimize down time. The Contractor shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum attending time/ removal of breakdown bus on line shall be 4 hours within Delhi or in immediate vicinity of Delhi (i.e. time required for Contractor's maintenance engineers to report to the site and attending the breakdown after a request call/email is made). Any delay beyond 4 Hrs. online will attract additional Pre-estimated damage of 50 % of the missed kilometre multiplied by AMC rates. The Contractor shall be required to maintain minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam. During AMC Period, the Contractor shall be required to deploy well-trained Engineers/Technicians/ trained staff/manpower etc. to attend to the maintenance/ repairs and servicing of bus(as) and for quality assurance/ control/ checking/ preventive maintenance/ record-keeping etc. prior to the scheduled departure of each bus.	As Per RFP

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				<u>JBM RESPONSE</u> We suggest- this 4 hours timeline must only be for attending the vehicle enroute. Further, Traffic Jam conditions & other factors must be considered by Purchaser. Also Attending time should be a function of route/distance from depot also. Also 50% of missed KM is very high & the same must be reduced substantially.	
40	Section: VI General Conditions of Contract	22.18	48	Necessary construction work for all the workshop activities like installation of Plants & Machinery, washing platform, storage of material and lubes, Hand tools, other special tools, tools etc. required for repair & maintenance work will be arranged by the Contractor at his cost. <u>JBM RESPONSE</u> We suggest that - All Civil work including but not limited to -For Installation of Washing plant, foundation of Air Compressor, Routing of pneumatic line in complete workshop area & exit gate, DG & DG foundation, Scrap yard wire mesh, waste oil storage tank, STP, ETP, Fire hydrant, required pits, bays, rooms, drinking water facility, sufficient washrooms, Availability of water from Source to Washing plant etc. should be provided by Purchaser.	As Per RFP
41	Section: VI General Conditions of Contract	22.20	48	The Contractor will maintain the buses on line for minor repairs. The repairs of routine nature/ inspection of the buses shall be under taken at Purchaser's depot(s). The Contractor shall be solely responsible for major repairs such as overhauling of assemblies/ sub-assemblies, systems/ sub-systems, retreading & repairing of tyres, accidental bus repairs etc. No extra cost shall be paid by the Purchaser for towing of breakdown/ accidental buses from breakdown/ accident place to the workshops for repairs except in case of CNG finish cases attributed to Purchaser <u>JBM RESPONSE</u> We suggest that -Towing cost for accidental Buses & breakdown on account of purchaser e.g. including but not limited to CNG finish should be paid by Purchaser	As Per RFP
42	Section: VI General Conditions of Contract	22.21	48	Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bills and the Purchaser will arrange the payment within 30 days of receipt of bills complete in all respect with the required supporting documents including proof of deposit of PF & ESI etc. with the authorities subject to recoveries i.e. water & electricity charges etc. on monthly basis	As Per RFP

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				and any other charges recoverable. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the Contractor as per applicable law. <u>JBM RESPONSE</u> We suggest every fortnight billing and payment within 7 days from date of submission of bill. We also suggest:- that Water & electricity charges to be directly paid by purchaser & should be kept out of scope of AMC.	
43	Section: VI General Conditions of Contract	22.24	49	The repair shall be undertaken by contractor only after receiving the signed AIR and approval on cost estimate from DTC. After completion of accident repairs, the satisfactory certificate/note as per Annexure 16 will be issued by DTC. The cost of spare parts chargeable shall be as per the approved price list and for labour charges based on the Government's notified minimum wages rates for skilled staff applicable in Delhi and will be revised as per the Government notifications on minimum wages. The cost of repairs on account of minor scratches, dents & paint touching shall also not charged to the Purchaser and the bus will be repaired at the cost of the Contractor. In case of replacement of metallic parts/ components/ spares/ items/material/ tyres, a rebate @ 5% of the approved price list shall be given by the Contractor to the Purchaser towards retaining the aforesaid unserviceable/defective parts/ items by the Contractor in lieu of salvage value of metallic/ such other parts. The payment towards the accident repair shall be made by DTC within 30days of receipt of the bill. Whenever any deduction will be made by DTC from the final invoice of the accidental repair bill, a proper show cause notice clearly reflecting the deductions will be issued to Contractor before making final deductions. However, in case of tyre damage due to negligence on the part of DTC driver the payment of damage tyre will be made as per the NSD formula as per Annexure 17 <u>JBM RESPONSE</u> We suggest payment of Accidental repair work within 7 days of submission of bill. Also Labour, parts & all other associated expenses must be paid for carrying out accidental repair. We suggest -Labour charges for Accidental repair will be in line with JBM Labour rate manual. Only minor scratches, less than 6" can be considered but longer scratches and other damages	As Per RFP

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				will be rectified on charge basis. No such discount of 5% on parts can be provided by JBM	
44	Section: VI General Conditions of Contract	22.27	49	The Contractor shall be responsible for taking Motor Vehicle Inspection (MVI)/ Fitness Certificate, Pollution Under Control Certificate, CNG Leakage Test Certificate and such other statutory certificates as required from time to time at his own cost during the entire AMC period. No extra time shall be given for maintenance services and other jobs viz. getting pollution certificate, MVI/ fitness certificate, CNG leakage certificate etc. The Contractor shall be responsible to prepare/ make the bus fit for inspection & obtaining statutory certificates from the statutory authorities. <u>JBM RESPONSE</u> We suggest -Purchaser should pay all expenses on the statutory certificate with Extra time or shift. The Contractor shall be responsible to prepare/ make the bus fit for inspection & obtaining statutory certificates from the statutory authorities.	As Per RFP
45	Section: VI General Conditions of Contract	22.26	49	In case Contractor does not perform the AMC Contract satisfactorily, Purchaser may terminate the Contract and forfeit the performance guarantee. <u>JBM RESPONSE</u> We suggest that termination can be initiated by both parties viz Purchaser as well as contractor following a due process of giving notice, time for remedy, then three months notice. As contractor has invested for this specific AMC notice for termination should accompany all due payments till the time of serving notice so that contractor may keep on fulfilling his obligation with full efficiency during the notice period. Also Purchaser to buy all assets eg tools & equipments on depreciated value from contractor & conclude full & final settlement in advance and/or not later than end of notice period..	As Per RFP
46	Section: VI General Conditions of Contract	22.33	50	The Contractor shall take adequate insurance cover for the buses during AMC period, in custody of the Contractor for maintenance which shall include ‘buses under repair’ parked in depots, to indemnify the Purchaser from any loss/ damages caused to the bus including on account of fire. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/ maintenance workshop, shall be borne by the Contractor except and to the extent, it	As Per RFP

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				is indemnified or realized from the Insurance Policy of the Purchaser, if any. <u>JBM RESPONSE</u> <u>We suggest</u>:-Purchaser to take comprehensive Insurance of Buses for overall smooth functioning as third party insurance is already with purchaser. This is important as in day to day depot operations assigning responsibility of mishap & damage becomes difficult & time consuming & the same may affect availability of buses & consume many productive hours. Further- at the end of quoted text kindly add- "If the negligence on the part of contractor is proven".	
47	Section: VI General Conditions of Contract	22.29	50	The calculation of kilometerage for the purpose of AMC charges and otherwise shall not be as shown by the milometer/ speedometer of the bus. Instead the kilometres covered by the buses shall be decided on the basis of actual Kilometres operated by the bus as recorded on the driver's memo and Purchaser's control room for the purpose of AMC charges and otherwise. The kilometerage recorded by the bus in the duty memos shall be regularly transferred to the log book of the bus for record and for calculating payment of AMC charges. In event of any doubt in respect of kilometres of a route and road conditions, the representatives of the Contractor & the Purchaser may carry out joint survey of the route for verification of route Kms as per Driver's memo vis-a-vis actual route Kms. and for the conditions of the road. The verified route Kms as per the joint survey report shall be made applicable by Purchaser from the date of survey without any retrospective claim. <u>JBM RESPONSE</u> <u>We suggest</u> that-Odometer reading should be considered as revenue km as it is the true reflection of the km covered by the bus and base for schedule maintenance. In case odometer is not working for a particular Bus other means like Memo KM can be used. <u>We understand</u> that all movements of Bus will be covered in memo including but not limited to route Km, terminal & depot KM, statutory certification movement etc. & will qualify for revenue KM for calculating AMC payout. <u>We further suggest that</u>- In case Memo KM are followed for AMC revenue calculations & during joint survey a positive gap is found between Odo KM & memo Km the difference to be	As Per RFP

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Sr. 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
				paid by purchaser to contractor with retrospective effect.	
48	Section: VI General Conditions of Contract	22.31	50	The Contractor shall be responsible for all upkeep and maintenance both exterior and interior cleanliness and presentability of each bus at the time of outshedding. The Contractor shall ensure that all the buses made available for out-shedding shall be aesthetically maintained in tidy and presentable conditions. In case, a bus is found in untidy and poor presentability condition, a token fine of Rs. 200/- per bus shall be recoverable from the Contractor. <u>JBM RESPONSE</u> We suggest a -5 point check sheet for maintaining the cleanliness and presentability of the bus while outshedding for sign off between Contractor & purchaser representative.	As Per RFP
49	Section: VI General Conditions of Contract	22.34	51	The Purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of the Contract after giving three months prior notice to the Contractor. In such case, the Contractor shall have no claim on the Purchaser and remove his manpower and all machines/ equipments from the site and vacate the site within three months of receipt of such notice of cancellation of the AMC. <u>JBM RESPONSE</u> We suggest :-In case purchaser terminates contract, all Payments has to be cleared by Purchaser before termination of Contract. Also Purchaser to buy the Equipments at the depreciated value of that time. Also in case of continuous default on part of purchaser on payment contractor has option of terminating & cancelling The Annual maintenance contract in same way as mentioned for Purchaser. Request purchaser to kindly incorporate these points.	As Per RFP
50	Section: VI General Conditions of Contract	22.44	52	The Contractor shall be responsible for damages due to maneuvering of buses inside the Depot by the employees of Contractor i.e. Driver/ Staff for repairs/ maintenance/ washing and the cost of damages shall be borne by the Contractor <u>JBM RESPONSE</u> We suggest-Instead of recovering cost, in such cases Contractor may repair or replace the	As Per RFP

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Sr. 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
				items at their cost to the extent the same is not recoverable from any existing insurance policy or otherwise.	
51	Section: VI General Conditions of Contract	22.50	52	The loose items supplied along with each bus as prescribed under Rule No.138(4) of CMVR will be made available to Contractor as per the cost price of Vehicle Manufacturer. <u>JBM RESPONSE</u> No cost on this account is acceptable	As Per RFP
52	Section: VI General Conditions of Contract	22.51	52	The Contractor shall not indulge in cannibalization of held up/breakdown/accidental buses during AMC Period and shall be solely held responsible for the same. <u>JBM RESPONSE</u> We suggest -cannibalization to be allowed with proper records by contractor.	As Per RFP
53	Section: VI General Conditions of Contract	22.52	53	The Contractor shall arrange orientation training as and when required for drivers/conductors/ technicians/ supervisors/ engineers of the Purchaser in respect of proper handling of safety critical fitments & their effective use and maintenance aspect of the complete bus system. <u>JBM RESPONSE</u> We suggest -Contractor to organize need based OJT at the Depot as per contractor's estimate of requirement.	As Per RFP
54	Section VII: Schedule of Requirement (SOR)	Notes: Point no. 10	56	The bidders shall be required to certify/ give a self-undertaking as per annexure 20 to the effect that the rates quoted are minimum/reasonable & they have not quoted/ charged lower rates from any other government departments/ state transport undertakings of India for comprehensive annual maintenance of fully built AC CNG propelled low floor buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC conforming to BS-VI(EURO-VI) norms conforming to the same specifications and terms & condition. <u>JBM RESPONSE</u> As AMC Rates may differ significantly subject to many general & specific factors requirement of such declaration must be removed.	As Per RFP
55	Section IX: Techno-Commercial Evaluation	Para 5 Note*	62	*Note: In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is	As Per RFP

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Sr. 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
	Proforma-A			not being provided. In such case, the ‘last 3 (three) years preceding the Bid Due Date’ shall deem to start from the latest financial year from which the Audited Annual Reports has been provided by the Bidder. <u>JBM RESPONSE</u> Clarification: Need further clarity on requirement.	
56	Section XI: BID FORM, ANNEXURES AND OTHER FORMATS	ANNEXURE-10 (B) iii.	82	Water supply through DJB/Tankers. Direct supply of DJB/through tankers expenditure should be recovered on the basis of 50 % + 5 % contingencies charges. <u>JBM RESPONSE</u> We suggest that- All water & electricity charges to be paid by Purchaser & should be out of scope of AMC as it is difficult for contractor to estimate such costs.	As Per RFP
57	Section XI: BID FORM, ANNEXURES AND OTHER FORMATS	ANNEXURE-20	102	Proforma for declaration of offering Lowest Rates. <u>JBM RESPONSE</u> As AMC Rates may differ significantly subject to many general & specific factors requirement of such declaration must be removed.	As Per RFP

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**‘REQUEST FOR PROPOSAL’ (RFP) DOCUMENT ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 AC CNG
PROPELLED LOW FLOOR BUSES OF THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST RFP NUMBER:
DCGM/SBU/937/2020/AC
[GLOBAL RFP NUMBER: DCGM/SBU/937-AMC/2020/AC, Tender ID: 2020_DTC_193630_1, DATE OF ISSUE: 19.08.2020]**

DATE OF ISSUE: 10.09.2020

PRE-BID CONFERENCE HELD AT 15:00 HOURS ON 26th AUGUST, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE,
NEW DELHI-110002, INDIA

AMENDMENTS/ CLARIFICATIONS SOUGHT BY M/S. SHYAMA SHYAM SERVICE CENTRE.

RESPONSE OF DTC:

Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
1	Section: V Instructions to Bidders	2.1 & 13.1	17	2.1 Vehicle Manufacturers (VM) and/ or their authorized network with satisfactorily experience of at least two years ending on 31st March, 2020 for maintaining the buses of CNG Propelled Low Floor AC buses owned by Govt./STUs/State Transport Corporation. In case of authorized network of VM, a certificate from VM is required to be issued certifying that the prospective Bidder for AMC services is in the authorized network of VM and the experience certificate for satisfactorily maintaining Low floor AC CNG buses owned by Govt./STUs/State Transport Corporation and has not been black listed till date by the VM. An authorization by VM is also required to be issued to the prospective Authorized Network Bidder to participate in the Bid and will ensure supplies of genuine VM/ OEM or their recommended spare parts to the authorized network bidder for maintenance of these Low Floor Buses. The prospective bidder should be Proprietorship Firm or a Company registered under the Indian Companies act, 2013 or a Partnership Firm registered under Partnership Act, 1932. 13.1. The Bidders shall along with the Bid, provide satisfactory evidence acceptable to the Purchaser as given below:	As per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				a. Vehicle Manufacturers (VM) and/ or their authorized network with satisfactorily experience of at least two years ending on 31st March, 2020 for maintenance of CNG Fully built AC Low Floor Buses owned by Govt./STUs/State Transport Corporation. In case of authorized network of VM, a certificate from VM is required to be issued certifying that the prospective Bidder for AMC services is in the authorized network of VM and the experience certificate for satisfactorily maintaining Low floor AC CNG buses owned by Govt./STUs/State Transport Corporation and has not been black listed till date by the VM. An authorization by VM is also required to be issued to the prospective Authorized Network Bidder to participate in the Bid and will ensure supplies of genuine VM/ OEM or their recommended spare parts to the authorized network bidder for maintenance of these Low Floor Buses. The prospective bidder should be Proprietorship Firm or a Company registered under the Indian Companies act, 2013 or a Partnership Firm registered under Partnership Act, 1932. Response of Shyama Shyam Service Centre: In our opinion drawback of this clause is as under: - Only VM or its authorised network can apply and other party having maintenance experience of Tata/ Leyland buses owned by different Govt. Organizations can also apply. - DTC is certainly going to get higher rates as Vehicle Manufacturers and their Authorised Networks are same. Thus it may not be fare bidding. - Hence it is high time to consider big and reputed AMC contractors maintaining large fleets of Government Organizations with supply of spare parts.	
2	Section: V Instructions to Bidders	2.2 & 13.1(C)	18 & 21	<u>2.2</u> The Average Annual turnover of the Bidder shall not be less than Rs. 50 Crores for the financial years 2017-2018, 2018-2019 & 2019-2020 and net worth of more than 20 Crore during the last financial year i.e. 2019-2020. <i>Note: In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. In such case, the 'last 3 (three) years preceding the Bid Due Date' shall deem to start from the latest financial year from which the Audited Annual Reports has been provided by the</i>	As per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				<u>Bidder.</u> <u>13.1 (c)</u> The Average Annual turnover of the Bidder shall not be less than Rs. 50 Crores for the financial years 2017-2018, 2018-2019 & 2019-2020 and net worth of more than 20 Crore during the last financial year i.e. 2019-2020. Bidders should furnish certificate from the Chartered Accountant as documentary evidence in support of the same. <u>Response of Shyama Shyam Service Centre:</u> - Turnover may be considered as 25 crores and Net worth as 10 crores	
3	Section: V Instructions to Bidders	37	31	Within 21 days of dispatch of the 'Letter of Acceptance' from the Purchaser, the successful Bidder shall furnish to the Purchaser a Performance Security for an amount equivalent to 10 (Ten) % of the Annual Contract value* calculated for all the allotted buses as per the highest slab rate of AMC of L-1 Bidder in accordance with Clause 4 of General Conditions of Contract. *(Annual Contract value = Highest slab rate of AMC X 70000 kms X Number of allotted buses) <u>Response of Shyama Shyam Service Centre:</u> Performance security @ 10% of Annual Contract Value is to high -It may be considered as 5%	As per RFP
4	Section: VI General Conditions of Contract	22.9	46	The Contractor shall be required to undertake bus-wise maintenance on regular basis to ensure at least 92%/ 90% Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 92%/ 90% Depot-wise availability, the Contractor shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 110 Kms. <u>Response of Shyama Shyam Service Centre:</u> In case contractor fails to provide 92% fleet availability, penalty of pre-estimated damages @ Basic AMC rate multiplied by 110 kms. - The penalty is on higher side. It may be reduced and imposed in terms of Rupees	As per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
				instead of kilometers	
5	Section: VI General Conditions of Contract	7.6	38	The pre-estimated damages shall be capped to 10% maximum (inclusive of duties & taxes) on monthly basis in case the assured daily shift wise fleet availability is achieved during the month. However, there will be additional damages on the number of buses which are short during the month in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period. <u>Response of Shyama Shyam Service Centre:</u> - Pre-estimated damages shall be capped to 10% maximum in case the daily shift wise fleet availability is achieved during the month. However there will be additional damage on the number of buses which are short during the month in case of non-achievement of assured daily shift wise fleet availability.	Pl. refer amendment to the RFP document.
6	Section: VI General Conditions of Contract	22.10	48	The pre-estimated damages shall be capped to 10% max on six monthly basis in case the assured daily shift wise fleet availability is achieved during the six month. However, there will be additional damages on the number of buses which are short during the six month in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period. Drivers are instructed to lodge a complaint, if any, at the end of each shift to enable contractor to rectify the defects. If a complaint is made by the driver just before the out shedding of the bus in the respective shifts the contractor shall be given sufficient reasonable time as required for rectification thereof as per Annexure-9 starting from the time the complaint is received. Such bus will not be considered as not available or late outshedded if the contractor rectifies the complaint within that reasonable time period and makes it available for out shedding, be it beyond the 9 AM/ 6PM. <u>Response of Shyama Shyam Service Centre:</u> - All the penalties/ pre-estimated damaged clubbing all the penalty heads together should be limited to maximum 10% of the payment due to the Contractor in a month	As per RFP

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Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Recommendations/Suggestion/Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
7	Section: VI General Conditions of Contract	22.16	48	Contractor shall be required to bear the expenditure towards cost of Electricity, Water as made available on chargeable basis and such other charges which he has to incur to provide the AMC services. Contractor shall settle all the expenditure towards Electricity, Water and such other charges/ bills, which he has to incur to provide the AMC services, on regular basis and submit documentary proof in support of that along with bill for AMC payment. In case Contractor fails to pay the outstanding bills of Electricity, Water etc. as mentioned above, the Purchaser will make the payment of AMC charges after recovering necessary deduction on account of outstanding bills. The formula for recovery of electricity and water charges from service provider is given asAnnexure-10. <u>Response of Shyama Shyam Service Centre:</u> Contractor shall bear electricity and water charges which he has to incur to provide AMC services It may be confirmed that Contractor shall not be responsible to bear electricity charges for Depot Administration and separate meter shall be provided to the Contractor to determine the actual consumption	As per RFP
8	Section VII, Schedule of Requirement (SOR)	Last Column of the Table under heading Bid Security	55	Indian Rupees (INR) 22 Million <u>Response of Shyama Shyam Service Centre:</u> Bid security of Rs. 22 million is too high. It may be reduced to at least 50%	As per RFP

The changes made herein shall constitute as part and parcel of the main RFP Document.