



**DELHI TRANSPORT CORPORATION
STRATEGIC BUSINESS UNIT
HAUZ KHAS BUS TERMINAL
NEW DELHI – 110 016**

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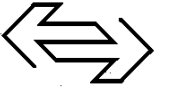
RFP Number: DCGM/SBU/938/2020, Tender ID:2020_DTC_194541_1)

ADDENDUM No. 2 Dated: 01.10.2020

Consequent to uploading the Addendum No. 1& Replies to Queries of Bidders on 01.10.2020, the RFP document has been frozen. Accordingly, Schedule of Bidding Process (Section III-B) has been revised as under:

Sr. No	Activity Description	Existing Date as per RFP	Revised date as
5	Date for freezing of RFP Document	30.09.2020	01.10.2020
6	Last Date and time of uploading/ submission of Bids	20.10.2020 by 15:00 hours	22.10.2020 By 15:00 hours
7	Opening of Techno-Commercial Bid (Bid 1)	20.10.2020 at 15:30 hours	22.10.2020 at 15:30 hours
8	Opening of Price Bid (Bid 2)	To be informed Separately	To be informed Separately

Note: Accordingly, the above revised dates shall be read in the RFP Document including Bid Invitation Notice (BIN) - (III-A) already uploaded on the e-procurement portal of Govt. of Delhi on 14.09.2020



**“ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO
FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)**

Date of Issue: 01/10/2020

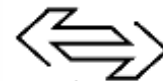
**Through e-procurement Portal of Government of NCT of Delhi
(<https://govtprocurement.delhi.gov.in>)**

FOR

**ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 Non-AC and AC CNG PROPELLED
LOW FLOOR BUSES AFTER COMPLETION OF 7,50,000 KMS OF THE ASHOK LEYLAND MAKE SUPPLIED TO THE
CORPORATION UNDER RFP NUMBER: CGM/SBU/845/2008**

GLOBAL RFP NUMBER: DCGM/SBU/938/2020

Issued By



DELHI TRANSPORT CORPORATION

(Government of NCT of Delhi)

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New Delhi – 110 002, India**

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DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL <u>NEW DELHI-110 016 (INDIA)</u>	ADDENDUM NUMBER 1 & REPLIES TO QUERIES” IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL NEW DELHI-110 016 (INDIA)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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‘REQUEST FOR PROPOSAL’ (RFP) DOCUMENT FOR
ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 Non-AC and AC CNG PROPELLED
LOW FLOOR BUSES AFTER COMPLETION OF 7,50,000 KMS OF THE ASHOK LEYLAND MAKE SUPPLIED TO THE
CORPORATION UNDER RFP NUMBER: CGM/SBU/845/2008
[GLOBAL RFP NUMBER: DCGM/SBU/938/2020, Tender ID: 2020_DTC_194541_1, DATE OF ISSUE: 14th, Sep, 2020]

PRE-BID CONFERENCE HELD AT 15.00 HOURS ON 21st September, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE, NEW DELHI-110002, INDIA

ADDENDUM NUMBER 1 DATED 01.10.2020

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 III BIN	-----	10	Delhi Transport Corporation (DTC) invites Bids from Vehicle Manufacturers (VM) and/ or their authorized network/ or any service provider/or the consortium with Lead Member as Vehicle Manufacturers (VM) and/ or their authorized network/ or any service provider through.....	Delhi Transport Corporation (DTC) invites Bids from Vehicle Manufacturers (VM) and/ or their authorized network/ or existing service provider or any service provider/or the consortium with Lead Member as Vehicle Manufacturers (VM) and/ or their authorized network/ or any service provider through.....	For wider participation of the bidders.
2	Section IV DEFINITIONS & ABBREVIATIONS	4	12	“ Bidder ” means a company incorporated in India engaged in manufacturing, supply and maintenance of the Non-AC (Model nos. ALPSR-5/7, 5/20)& AC(Model nos. ALPSR-5/8, 5/21) Ashok Leyland (ALL) make supplied to the Corporation under RFP number: CGM/SBU/845/2008 or their authorized network of Vehicle Manufacture engaged in maintenance of these Non-AC (Model nos.	“ Bidder ” means a company incorporated in India engaged in manufacturing, supply and maintenance of the Non-AC & AC Low floor CNG Buses or authorized network of Vehicle Manufacture/ existing service provider engaged in maintenance of Non-AC & AC Low floor CNG Buses or any service provider having adequate experience of maintaining Non-AC & AC Low floor CNG Buses with authorized	For clarity to the bidders in line with the scope of the RFP.

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				ALPSR-5/7, 5/20)& AC(Model nos. ALPSR-5/8, 5/21)of Ashok Leyland make or any service provider having adequate experience of maintaining Low floor Buses with authorized support of the Vehicle Manufacturer or the consortium with Lead Member as Vehicle Manufacturers (VM) and/ or their authorized network/ or any service provider	support of the Vehicle Manufacturer or the consortium with Lead Member having adequate experience of maintaining Non-AC & AC Low floor CNG Buses as Vehicle Manufacturers (VM) / or their authorized network/ or Existing Service Provider/ or any service provider.	
3	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	1.1	16	as per "Schedule of Requirements" and 'Technical Specifications' from established and reliable vehicle manufacturers/ or their authorized network/ or any service provider with authorized support of the Vehicle Manufacturer having satisfactory experience for maintaining buses of CNG Propelled Low Floor AC buses of at least preceding two years ending on 31 st , March'2020.	as per "Schedule of Requirements" and 'Technical Specifications' from established and reliable vehicle manufacturers/ or their authorized network/ or existing service provider/ or any service provider with authorized support of the Vehicle Manufacturer or the consortium having satisfactory experience of maintaining Non-AC & AC Low floor CNG Propelled Buses of at least preceding two years ending on 31 st , March'2020.	For clarity to the bidders in line with the scope of the RFP.
4	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	1.2	16	 As soon as Bus covers 7,50,000 Kms, the same Bus will come under this new Contract & in the 1st year i.e. by Oct. 2021, 300 buses(230 Non-AC (including 2 Training Buses) are expected to cover 7,50,000 Km, by Oct. 2022, 400 buses(270 Non-AC + 130 AC) are expected to cover 7,50,000 Km and another 300 buses(150 Non-AC + 150 AC) by Oct. 2023	 As soon as Bus covers 7,50,000 Kms, the same Bus will come under this new Contract & in the 1st year i.e. by Oct. 2021, 300 buses (230 Non-AC including 2 Training Buses + 70 AC) Buses are expected to cover 7,50,000 Km, by Oct. 2022, 400 buses(270 Non-AC + 130 AC) are expected to cover 7,50,000 Km and another 300 buses(150 Non-AC + 150 AC) by Oct. 2023	For clarity to the bidders in line with the scope of the RFP.
5	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	2.1	17	For eligibility Vehicle Manufacturers (VM) and/ or their authorized network/ or any service provider shall have experience of at least two years ending on 31 st March, 2020for maintaining at least 100 buses of CNG	For eligibility Vehicle Manufacturers (VM) and/ or their authorized network/ or existing service provider/ or any service provider shall have experience of at least two years ending on 31 st March, 2020 for maintaining at least 100 buses	For wider participation of the bidders.

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				Propelled Fully Built Low Floor Non-AC &AC buses	of CNG Propelled Fully Built Low Floor Non-AC &AC buses	
6	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	2.3	17	In case Bidder being authorized network of VM, the following documents shall be submitted along with the Bid: i.) Authorization letter from Vehicle Manufacturer. ii.) Experience Certificate required as per Clause 2.1 duly certified by the Vehicle Manufacturer iii.) Self-Undertaking for not being black listed by any Government department. iv.) Undertaking by VM to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG Non-AC &AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier.	In case Bidder being authorized network of VM/ Existing service provider, the following documents shall be submitted along with the Bid: i.) Proof of being authorized network of VM/ Existing service provider. ii.) Experience Certificate required as per Clause 2.1. iii.) Self-Undertaking for not being black listed by any Government department. iv.) Undertaking for fitment of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier.	For wider participation of the bidders.
7	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	2.4	17	In case of Bidder being any service provider other than VM/ VM's authorised network, the service provider shall have an under taking from	In case of Bidder being any other service provider other than VM/ VM's authorised network/ existing service provider , the service provider shall have an undertaking	For wider participation of the bidders.
8	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	2.6	17	The bidder can be a single entity or a group of entities i.e consortium consisting of only two members. The eligibility criteria of average annual turnover as required in Clause 2.6, can be fulfilled by one member of the Consortium or jointly by both the members of Consortium.	The bidder can be a single entity or a group of entities i.e consortium consisting of only two members. The eligibility criteria of average annual turnover as required in Clause 2.6, can be fulfilled by one member of the Consortium or jointly by both the members of Consortium.	For wider participation of the bidders.

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				The Lead Member of the consortium shall be Vehicle Manufacturers (VM) and/ or their authorized network/ or any service provider. The lead member...	The Lead Member of the consortium shall be Vehicle Manufacturers (VM) / or their authorized network/ or existing service provider/ or any other service provider. The lead member...	
9	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	To Be Added as New Clause as 12.1 (iii)	22		In case, the Bidder is a Micro, Small and Medium Enterprises (MSMEs), the payment of Bid Security will be exempted as per General Financial Rules 2017	For wider participation of the bidders.
10	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	26(i)	27	Subject to above, the DTC will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the RFP Document and whose offer on evaluation has been determined to be the lowest acceptable offer i.e. lowest total contract value (L-1) for award of contract for 70% of the total quantity. The remaining 30% of the total quantity will be awarded to the L-2 (total contract value) responsive Bidder who will agree to match the slab wise prices of L-1 Bidder. The total contract value shall be equal to 650 X Total AMC Value for one Non-AC Bus for 1,80,000 Kms + 350 X Total AMC Value for one AC Bus for 1,80,000 Kms	Subject to above, the DTC will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the RFP Document and whose offer on evaluation has been determined to be the lowest acceptable offer i.e. lowest total contract value (L-1) for award of contract for 70% of the total quantity including two training buses . The remaining 30% of the total quantity will be awarded to the L-2 (total contract value) responsive Bidder who will agree to match the slab wise prices of L-1 Bidder. The total contract value shall be equal to 650 X Total AMC Value for one Non-AC Bus for 1,80,000 Kms + 350 X Total AMC Value for one AC Bus for 1,80,000 Kms.	For clarity to the bidders.
11	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	30	29	Performance Security: "The Performance Bank Guarantee shall be furnished @ 5% of the Annual Contract value*. The Performance Bank Guarantee shall be	Performance Security: "The Performance Bank Guarantee shall be furnished @ 5% of the Annual Contract value*. The Performance Bank Guarantee shall be	For wider participation of the bidders.

Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				furnished on issuance of LOA with validity period of 6 months beyond the date of completion of Contract. The Annual Contract value shall be worked out as under: *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X Allotted no. of Non-AC buses + 3rd slab rate of AMC for AC Buses X 60000 kms X Allotted no. of AC buses"	furnished in three parts each with validity period of 6 months beyond the date of completion of Contract as per the following details: <u>On issuance of LOA [For Tentative 300 Buses (230 Non-AC + 70 AC) to be allotted in first year] :</u> *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X no. of Non-AC buses to be Allotted + 3rd slab rate of AMC for AC Buses X 60000 kms X no. of AC buses to be Allotted". <u>After One year from the date of issuance of LOA [For tentative 400 Buses (270 Non-AC +130 AC) to be allotted in second year]:</u> *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X no. of Non-AC buses to be Allotted + 3rd slab rate of AMC for AC Buses X 60000 kms X no. of AC buses to be Allotted". <u>After Two year from the date of issuance of LOA [For tentative 300 Buses (150 Non-AC + 150 AC) to be allotted in third year]:</u> *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X no. of Non-AC buses to be Allotted + 3rd slab rate of AMC for AC Buses X 60000 kms X no. of AC buses to be Allotted".	
12	SECTION VI: GENERAL CONDITIONS OF CONTRACT	3.2	34	The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to the DTC or due to natural calamities etc. The cost of repairs i.e. cost of spare parts & labour charges on account of the accidental buses attributable to the DTC bus	The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to the DTC or due to natural calamities etc. The cost of repairs i.e. cost of spare parts & labour charges on account of the	For clarity to the bidders.

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL <u>NEW DELHI-110 016 (INDIA)</u>	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				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 DTC. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the bus shall be the responsibility of the Contractor. DTC's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding.	accidental buses attributable to the DTC 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 DTC. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the bus shall be the responsibility of the Contractor. DTC's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding. In case, a bus is damaged and is beyond economical repair because of the reasons attributable to the defects/ mechanical failure/ fire in the bus, the recovery @ 10% of the original cost of the bus shall be made from the contractor.	
13	SECTION VI: GENERAL CONDITIONS OF CONTRACT	4.1	34	The Contractor shall furnish Performance Security encashable at Delhi in the form of Account Payee Demand Draft/ Fixed Deposit Receipt or in the shape of a Bank Guarantee in the Proforma prescribed in the RFP document (Annexure- 6) within 21 days from the date of dispatch of the 'Letter of Acceptance' of the bid by the DTC, for an amount equivalent to 5 (Five) % of the Annual Contract value* calculated for all the allotted buses. The Performance security shall be furnished on issuance of LOA with validity period of 6 months beyond the date of completion of Contract. The Bank Guarantee/ Fixed Deposit Receipt should be from any Scheduled Commercial Bank (licensed by RBI) or	The Contractor shall furnish Performance Security encashable at Delhi in the form of Account Payee Demand Draft/ Fixed Deposit Receipt or in the shape of a Bank Guarantee in the Proforma prescribed in the RFP document (Annexure- 6) within 21 days from the date of dispatch of the 'Letter of Acceptance' of the bid by the DTC, for an amount equivalent to 5 (Five) % of the Annual Contract value* calculated for all the allotted buses in three parts. The Performance Bank Guarantee shall be furnished in three parts each with validity period of 6 months beyond the date of completion of Contract. The Bank Guarantee/ Fixed Deposit Receipt should be from any Scheduled Commercial Bank (licensed by RBI)	For Wider Participation of the bidders.

Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				confirmed by any Indian nationalized bank. The Bank Guarantee/ Fixed Deposit Receipt should be drawn in favour of "Chairman-cum-Managing Director, Delhi Transport Corporation", payable at Delhi. The Annual Contract value shall be worked out as under: <u>*(Annual Contract value = 3rdslab rate of AMC for Non-AC Buses X 60000 kms X Alloted no. of Non-AC buses + 3rdslab rate of AMC for AC Buses X 60000 kms X Alloted no. of AC buses)</u>	or confirmed by any Indian nationalized bank. The Bank Guarantee/ Fixed Deposit Receipt should be drawn in favour of "Chairman-cum-Managing Director, Delhi Transport Corporation", payable at Delhi. The Annual Contract value shall be worked out as under: <u>On issuance of LOA [For Tentative 300 Buses (230 Non-AC + 70 AC) to be allotted in first year] :</u> *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X no. of Non-AC buses to be Allotted + 3rd slab rate of AMC for AC Buses X 60000 kms X no. of AC buses to be Allotted". <u>After One year from the date of issuance of LOA [For tentative 400 Buses (270 Non-AC +130 AC) to be allotted in second year]:</u> *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X no. of Non-AC buses to be Allotted + 3rd slab rate of AMC for AC Buses X 60000 kms X no. of AC buses to be Allotted". <u>After Two year from the date of issuance of LOA [For tentative 300 Buses (150 Non-AC + 150 AC) to be allotted in third year]:</u>	

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
					*(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X no. of Non-AC buses to be Allotted + 3rd slab rate of AMC for AC Buses X 60000 kms X no. of AC buses to be Allotted".	
14	SECTION VI: GENERAL CONDITIONS OF CONTRACT	17.1	42	Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bill and DTC will provide the actual/ total Kms and total availability of buses to the contractor each month latest by 07th day. The taxes shall be shown by the contractor separately in the invoice. The actual/ total Kms for the purpose shall mean the total Kms run by the buses including for MVI, CNG Leakage, PUCC etc. as per driver memo and DTC's control room. The kilometrage 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. DTC will arrange the payment within 30 days of receipt of bill subject to any recoveries towards pre-estimated damages as per Clause 19.3 & 19.7 below or any other charges recoverable as per Terms and Conditions of the Contract. TDS & GST-TDS will be deducted at source from the payment of Contractor as per applicable law. The pre estimated damages will be calculated as per Annexure-11 and recovered on six monthly basis during financial year i.e. July to December and January to June. However, the cap of Pre-estimated damages is to be levied will be 1% of the total billed amount.	Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bill and DTC will provide the actual/ total Kms and total availability of buses to the contractor each month latest by 07th day. The taxes shall be shown by the contractor separately in the invoice. The actual/ total Kms for the purpose shall mean the total Kms run by the buses including for MVI, CNG Leakage, PUCC etc. as per driver memo and DTC's control room. The kilometrage 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. DTC will arrange the payment within 30 days of receipt of bill subject to any recoveries towards Fine as per Clause 19.2, 19.5 & pre-estimated damages as per Clause 19.6 as applicable or any other charges recoverable as per Terms and Conditions of the Contract. TDS & GST-TDS will be deducted at source from the payment of Contractor as per applicable law. The pre estimated damages will be calculated as per Annexure-11 and recovered on six monthly basis during financial year i.e. July to December and January to June. However, the cap of Pre-estimated damages is to be levied will be 1% of	For clarity to the bidders.

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					the total billed amount of the period for which the Pre-estimated damages are levied.	
15	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.1	42	 period. Only CNG fuel shall be provided by the DTC during AMC period for operations of the buses. As soon as AMC of Bus covers 7,50,000 Kms, the same Bus will come under this new Contract.	 period. Only CNG fuel shall be provided by the DTC during AMC period for operations of the buses. As soon as AMC of Bus covers 7,50,000 Kms, the same Bus will come under this new Contract. The buses which have already covered 7,50,000 Kms and held up in the depots, shall be handed over to the contractor on 'As is Where is basis' on the date of award of contract. The contractor shall also be responsible for their maintenance. However, the fees and penalties. if any, to meet the statutory requirements would be borne by DTC for the buses which have already covered 7, 50, 000 kms and handed over to the contractor on the date of award of contract.	For clarity to the bidders.
16	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.2	43	The buses are expected to be operated in one or more shifts basis daily. 88% availability of the buses shall be calculated using shift wise availability of the buses on six monthly basis. A bus made available for morning out shedding latest by 9 AM shall be considered available for the morning shift. Similarly a bus made available for evening out shedding latest by 6 PM shall be considered available for the evening shift. It implies that each bus should be available for 88% of the shifts taken on six monthly basis. If the bus fails to go on scheduled duty because of some maintenance defects/ breakdown but leaves the depot after 9 AM/ 6 PM i.e. late, it will not be considered	The buses are expected to be operated in one or more shifts basis daily. 88% availability of the buses shall be calculated using shift wise availability of the buses on six monthly basis. A bus made available for morning out shedding latest by 9 AM shall be considered available for the morning shift. Similarly a bus made available for evening out shedding latest by 6 PM shall be considered available for the evening shift. It implies that each bus should be available for 88% of the shifts taken on six monthly basis. If the bus fails to go on scheduled duty because of some maintenance defects/ breakdown but leaves the depot after 9 AM/ 6 PM i.e. late, it will not be considered available for that shift.	The clause amended in line with the existing terms & Conditions for Extended AMC Contract.

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				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 DTC. The Contractor can also inspect the records, if he desires	Besides, if the bus breaks down enroute after leaving the depot on schedule, it will not be considered available for that shift unless attended promptly by Contractor & completed 90 % or more scheduled Kms. operation in normal shift subject to imposition of fine of an amount equal to loss of ticketed earning based on Kms. missed on average ticketed EPK of depot during the month, which shall be imposed on the Contractor. For every Bus, record will be maintained by the DTC. However, the Contractor can also inspect the records, if required. If the bus is attended i.e. made roadworthy within 30 minutes after lodging of report to the contractor, bus will be treated as available irrespective of Kms missed.	
17	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.5	43	These buses shall be attended at DTC Depots as well as for minor repairs on line to minimize down time. The maximum response time for breakdown complaint on line, during annual maintenance period (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/ email is made) shall not exceed 4 hours within Delhi or in immediate vicinity of Delhi. Any delay beyond 4 hours on line, a fine an amount equivalent to 50% of the missed kilometre multiplied by the prevailing Basic AMC rate of that bus at that timeshall be imposed on the Contractor each time. During Annual Maintenance Contract Period, the Contractor would provide his well-trained resident engineers/ Technicians/ trained	These buses shall be attended at DTC Depots as well as for minor repairs on line to minimize down time. The maximum response time for breakdown complaint on line, during annual maintenance period (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/ email is made) shall not exceed 4 hours within Delhi or in immediate vicinity of Delhi. Any delay beyond 4 hours on line, a fine an amount equivalent to 50% of average ticketed earning per bus per day during the month of the depot shall be imposed on the Contractor each time. During Annual Maintenance Contract Period, the Contractor would provide his well-trained resident engineers/ Technicians/ trained staff etc	The clause amended in line with the existing terms & Conditions for Extended AMC Contract.

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL <u>NEW DELHI-110 016 (INDIA)</u>	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
				staff etc to attend to the maintenance and servicing/ dockings of bus(es) to ensure quality assurance/control etc. as per the recommendations of the Ashok Leyland Ltd. and for carrying out checking prior to the schedule of departure of each busdaily (including training school bus with dual control system),preventive maintenance/ servicing/ various dockings schedules as per Annexure-18 regularly.	to attend to the maintenance and servicing/ dockings of bus(es) to ensure quality assurance/control etc. as per the recommendations of the Ashok Leyland and for carrying out checking prior to the schedule of departure of each bus daily (including training school bus with dual control system),preventive maintenance/ servicing/ various dockings schedules as per Annexure- 18 regularly.	
18	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.33	47	DTC reserves the right to increase/ decrease the number of schedules sanctioned as well as inter unit transfer buses only in the existing depots maintained by ALL as and when required.	In case of more than one successful contractor, there shall be no mixing of contractors in a particular Depot and each contractor shall be given separate Depot to function and perform. However, DTC reserves the right to increase/ decrease the number of schedules sanctioned as well as inter unit transfer buses only in the existing depots maintained by ALL as and when required.	For Clarity to the Bidders.
19	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	S.No. 2	56	Details- Vehicle Manufacturer (VM) / Authorised network of VM/Any Other Service provider/ Bidder as Consortium	Details- Vehicle Manufacturer (VM) / Authorised network of VM/ Existing Service provider / Any Other Service provider/ Bidder as Consortium	For Wider Participation of the bidders.
20	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	S.No. 3	56	Details- Name of VM for Authorised network/ service provider Documents to be Submitted by the Bidder. - Authorization Certificate of VM	Details- Name of VM for Authorised network/ Existing Service provider / any other service provider Documents to be Submitted by the Bidder. - Proof for authorized network / Existing service provider as applicable. Authorization Certificate of VM by any other service provider	For Wider Participation of the bidders

Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
21	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	7	56	Details- Experience for maintenance of Low Floor Non-AC & AC CNG Buses (In Number of Years) Documents to be Submitted by the Bidder. - In case of Authorised network of VM/ any other service provider, Certificate issued by Vehicle Manufacturer. In case of Bidder as consortium experience certificate as per clause 2.6 of Section V, of ITB	Details- Experience for maintenance of Low Floor Non-AC & AC CNG Buses (In Number of Years) Documents to be Submitted by the Bidder. - Experience certificate as per Clause 2.1 of section V of ITB by VM/ Authorised network of VM/ Existing service provider/ any other service provider. In case of Bidder as consortium experience certificate as per clause 2.6 of Section V, of ITB	For Wider Participation of the bidders
22	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	8	56	Details- Maintenance Experience for Low Floor Non-AC & AC CNG Buses. (Numbers of Buses) Documents to be Submitted by the Bidder. - In case of Authorised network of VM/ any other service provider, Certificate issued by Vehicle Manufacturer. In case of Bidder as consortium experience certificate as per clause 2.6 of Section V, of ITB.	Details- Maintenance Experience for Low Floor Non-AC & AC CNG Buses. (Numbers of Buses) Documents to be Submitted by the Bidder. - Experience certificate as per Clause 2.1 of section V of ITB by VM/ Authorised network of VM/Existing service provider/ any other service provider. In case of Bidder as consortium experience certificate as per clause 2.6 of Section V, of ITB	For Wider Participation of the bidders
23	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	10	56	Details- In case of Authorised network of VM	Details- In case of Authorised network of VM/ Existing Service Provider	For Wider Participation of the bidders
24	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	10(i)	57	Details- Black listing(Yes/No) Documents to be Submitted by the Bidder. - If no, Certificate from VM for not being black listed.	Details- Black listing(Yes/No) Documents to be Submitted by the Bidder. - If no, Self-Undertaking on stamp paper of Rs. 100/- duly attested by notary for not being black listed by any Government department.	For Clarity to the Bidders.

Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
25	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	10(ii)	57	Details- Authorization by VM to ensure for supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor Non-AC & AC Buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier. (Yes/No) Documents to be Submitted by the Bidder. - If yes, Authorization by VM to ensure for supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor Non-AC & AC Buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier..	Details- Fitment of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier. (Yes/No) Documents to be Submitted by the Bidder. - If yes then undertaking for fitment of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier	For Wider Participation of the bidders
26	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	11(ii)	57	Details- Black listing(Yes/No) Documents to be Submitted by the Bidder. - If no, Self-Undertaking on stamp paper of Rs. 100/- duly attested by notary for not being black listed by any Government department/VM.	Details- Black listing(Yes/No) Documents to be Submitted by the Bidder. - If no, Self-Undertaking on stamp paper of Rs. 100/- duly attested by notary for not being black listed by any Government department.	For Clarity to the Bidders.
27	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	12(i)	57	Details- The Lead Member of the consortium - Vehicle Manufacturers (VM) / the authorized network of VM/ any service provider.	Details- The Lead Member of the consortium - Vehicle Manufacturers (VM) / the authorized network of VM/ Existing Service Provider/ any other service provider.	For Wider Participation of the bidders
28	SECTION IX: PROFORMA-A TECHNO COMMERCIAL	8	60	<u>In case Bidder being authorized network of VM, additional requirement of---</u> a.) <u>Authorization certificate from Vehicle Manufacturer.</u> b.) <u>Experience Certificates issued by Vehicle</u>	<u>In case Bidder being authorized network of VM/ Existing service provider, additional requirement of---</u> i.) <u>Proof of being authorized network of VM/</u>	For Wider Participation of the bidders

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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
	EVALUATION			<u>Manufacturer.</u> c.) <u>Self-Undertaking for not being black listed by any Government department.</u> d.) <u>Authorization by VM to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor Non-AC & AC Buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier.</u>	<u>Existing service provider.</u> ii.) <u>Experience Certificate required as per Clause 2.1.</u> iii.) <u>Self-Undertaking for not being black listed by any Government department.</u> iv.) <u>Undertaking for fitment of genuine VM/ OEM</u> or their recommended spare parts for maintenance of these Low Floor CNG Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier.	
29	SECTION IX: PROFORMA-A TECHNO COMMERCIAL EVALUATION	9	60	<u>In case of Bidder being any service provider other than VM/ VM's authorised network, the additional requirement of an under taking from VM regarding.....</u>	<u>In case of Bidder being any other service provider other than VM/ VM's authorised network/ Existing Service Provider, the additional requirement of an under taking from VM regarding.....</u>	For Wider Participation of the bidders
30	SECTION XI: Bid Form, Annexures And Other Formats	Annexure 11	79	Annexure 11- FINAL ESTIMATED DAMAGE CALCULATION IN RESPECT OF FAILURE TO MAINTAIN 88 % AVAILABILITY OF BUSES AND BREAK DOWN FOR OPERATION IN RESPECT OF DEPOT	Revised Annexure 11 for Final Estimated Damage Calculation in respect of failure to maintain 88 % availability of buses and break down for operation in respect of depot is attached.	For Clarity to the Bidders.
31	SECTION XI: Bid Form, Annexures And Other Formats	Annexure-23 Check List Row Between Sr. No. 10 and 11	108	In case Bidder being authorized network of VM, additional requirement of :--	In case Bidder being authorized network of VM/ Existing Service Provider , additional requirement of :--	For Wider Participation of the bidders
32	SECTION XI: Bid Form, Annexures And Other Formats	Annexure-23 Check List Row Sr. No.	108	Authorization letter from Vehicle Manufacturer.	Proof of being authorized network of VM/ Existing service provider.	For Wider Participation of the bidders

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL <u>NEW DELHI-110 016 (INDIA)</u>	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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Sl. No	Section of the Bid Documents	Para/ Clause No.	Page No.	Existing Entry in the Bid Documents	Now Read as	Justification
		11				
33	SECTION XI: Bid Form, Annexures And Other Formats	Annexure- 23 Check List Row Sr. No. 12	108	Experience Certificate issued by Vehicle Manufacturer.	Experience Certificate required as per Clause 2.1.	For Wider Participation of the bidders
34	SECTION XI: Bid Form, Annexures And Other Formats	Annexure- 23 Check List Row Sr. No. 13	108	Certificate from VM for not being black listed.	Self-Undertaking for not being black listed by any Government department.	For Wider Participation of the bidders
35	SECTION XI: Bid Form, Annexures And Other Formats	Annexure- 23 Check List Row Sr. No. 14	108	Undertaking by VM to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier.	Undertaking for fitment of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier.	For Wider Participation of the bidders
36	SECTION XI: Bid Form, Annexures And Other Formats	Annexure- 23 Check List Row Between Sr. No. 14 and 15	108	In case of Bidder being any service provider other than VM/ VM's authorized network, the additional requirement of an under taking from VM regarding:-	In case of Bidder being any other service provider other than VM/ VM's authorized network/ Existing Service Provider , the additional requirement of an under taking from VM regarding:-	For Wider Participation of the bidders

N.B.: PLEASE NOTE THAT AFTER INCORPORATING THE ABOVE AMENDMENTS (PAGE- 03 TO 17 including Annexure 11 at Page-18); THE RFP DOCUMENT HAS BEEN FROZEN.

ANNEXURE 11

**FINAL ESTIMATED DAMAGE CALCULATION IN RESPECT OF FAILURE TO MAINTAIN 88%
AVAILABILITY OF BUSES AND BREAK DOWN FOR OPERATION IN RESPECT OF DEPOT _____**

FOR HALF YEARLY ENDING - _____ TO _____

		S. No.	HALF YEARLY _____ TO _____												Final Estimated damage Half Yearly _____ to _____											
		REG. No.																								
		Date put on Road																								
		Bus Type(NAC/AC)																								
		Shift																								
		OK + Spare																								
		Contractor																								
		UPC																								
		FOL																								
		M.V.I. work on account of Contractor.																								
		Shift rebate due to accident rebate																								
		Shift loss due to accident repair																								
		Break Down before 90% sch. kms.																								
		Late Out Shedding																								
		Work Shop																								
		Total Shift																								
		Available Shift																								
		Absent shift																								
		Total Shift for Half Yearly																								
		Available shift Half Yearly																								
		Accidental Repair																								
		Held up Due to BD, L.O.S. Etc.																								
		Required Shift for 88 % for half yearly																								
		Total shift under recovery (Less / Excess)																								
		Shortage of shift covered under recovery																								
		Recovery @ Rs. _____/- per shift																								
		Ticketing Recovery Under Clause 19.2																								
		Ticketing Recovery Under Clause 19.5																								
		BUS WISE GRAND TOTAL RECOVERY																								
GRAND TOTAL																										

DEPOT MANAGER

MANAGER (Contractor),
_____**Depot.**

O.S.

FOREMAN

I/C A.M.C.

D/ASSTT.

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL NEW DELHI-110 016 (INDIA)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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**‘REQUEST FOR PROPOSAL’ (RFP) DOCUMENT FOR
ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 Non-AC and AC CNG PROPELLED
LOW FLOOR BUSES AFTER COMPLETION OF 7,50,000 KMS OF THE ASHOK LEYLAND MAKE SUPPLIED TO THE
CORPORATION UNDER RFP NUMBER: CGM/SBU/845/2008
[GLOBAL RFP NUMBER: DCGM/SBU/938/2020, Tender ID: 2020_DTC_194541_1, DATE OF ISSUE: 14th, Sep, 2020]**

PRE-BID CONFERENCE HELD AT 15.00 HOURS ON 21st September, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE, NEW DELHI-110002, INDIA

AMENDMENTS/ CLARIFICATIONS SOUGHT BY M/S. ASHOK LEYLAND 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 DTC
1	SECTION V: INSTRUCTIONS TO BIDDERS (ITB)	30	29	Performance Security: “The Performance Bank Guarantee shall be furnished @ 5% of the Annual Contract value*. The Performance Bank Guarantee shall be furnished on issuance of LOA with validity period of 6 months beyond the date of completion of Contract. The Annual Contract value shall be worked out as under: *(Annual Contract value = 3rd slab rate of AMC for Non-AC Buses X 60000 kms X Allotted no. of Non-AC buses + 3rd slab rate of AMC for AC Buses X 60000 kms X Allotted no. of AC buses” <u>ALL Response</u> [A] DTC to consider following proposal "The Performance Security submitted by AL for the AMC agreement under RFP No. 845/2008 would be valid for all those buses also which would be out of AMC	Pl. refer amendment to the RFP Document.

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL NEW DELHI-110 016 (INDIA)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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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 DTC
				agreement under RFP No. 845/2008 but covered under AMC Agreement under the instant RFP i.e. 938/2020" Justifications "The Performance Security submitted by AL for the AMC agreement under RFP No. 845/2008 related to 1093 buses. Now, all the buses which would be out of AMC agreement under RFP No. 845/2008 would be covered under AMC Agreement under the instant RFP i.e. 938/2020. But the overall number of buses would be within 1093 only. Therefore, the Performance Security subhitted by AL for the AMC agreement under RFP No. 845/2008 can be considered valid and relevant for AMC Agreement under the instant RFP i.e. 938/2020".	
2	SECTION VI: GENERAL CONDITIONS OF CONTRACT	7.1	36	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 pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner. <u>ALL Response</u> DTC to delete this requirement: "However, the Contractor shall ensure that no bus shall be held up beyond 15 days continuously".	As Per RFP.
3	SECTION VI: GENERAL CONDITIONS OF CONTRACT	7.2	37	The Contractor agrees that pre-estimated damages mentioned in the RFP 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>ALL Response</u> DTC would share the calculations which would demonstrate that the preestimated damages as provided for in the RFP documents could be understood by the bidder as being the fair and genuine pre-estimates and not penalty.	As Per RFP.
4	SECTION VI: GENERAL CONDITIONS OF CONTRACT	17.1	42	Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bill and DTC will provide the actual/ total Kms and total availability of buses to the contractor each month latest by 07th day. The taxes shall be shown by the contractor separately in the invoice. The actual/ total Kms for the purpose shall	Pl. refer amendment to the RFP Document. Further 1% ceiling is

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 DTC
				mean the total Kms run by the buses including for MVI, CNG Leakage, PUCC etc. as per driver memo and DTC's control room. 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. DTC will arrange the payment within 30 days of receipt of bill subject to any recoveries towards pre-estimated damages as per Clause 19.3 & 19.7 below or any other charges recoverable as per Terms and Conditions of the Contract. TDS & GST-TDS will be deducted at source from the payment of Contractor as per applicable law. The pre estimated damages will be calculated as per Annexure-11 and recovered on six monthly basis during financial year i.e. July to December and January to June. However, the cap of Pre-estimated damages is to be levied will be 1% of the total billed amount. <u>ALL Response</u> [A] DTC to consider following proposal [*I DTC would consider operation of six kms per bus per day for those AMC related activities which are carried out inside/outside the depots and buses would be invariably operated for these activities. The kilQmetrage recorded by the bus in the duty memos and additional six kms per bus per day shall be regularly transferred to the log book of the bus for record and for calculating payment of AMC charges.[*] [Justification: Operation/driving of buses inside/outside the depot pertains to DTC's operation only, without which DTC cannot operate these buses on the road. Therefore such operation (inside/outside the depots) cannot be counted out from the actual/total kilometers (as stipulated in clause 17.1) Page-42) of RFP documents) for purposes of AMC including payment of AMC charges. [B] DTC to consider following proposal [** I DTC will arrange the payment within 30 days of rec pt of bill. TDS & GST-TDS will be deducted at source from th payme t of Contractor as per applicable law. [C] DTC to confirm if PED for Breakdown missed Kms is covered under 1% capping on PED	applicable only for Pre-Estimated damages.

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 DTC
				[D] DTC to consider following query [***] DTC to provide a specimen calculation of Pre Estimated Damages to be carried out in Annexure-I I . [E] DTC to consider following proposal "Pre-estimated damages would mean and includes all the Pre-estimated Damages, which could be levied on the contractor, whether on account of non-availability of the buses, recovery against missed kms and breakdown response time and such Pre-estimated damages would be subj.ect to a maximum of 1% of the total AMC billed amount, excluding the GST or any other statutory levy.	
5	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.2	43	The buses are expected to be operated in one or more shifts basis daily. 88% availability of the buses shall be calculated using shift wise availability of the buses on six monthly basis. A bus made available for morning out shedding latest by 9 AM shall be considered available for the morning shift. Similarly a bus made available for evening out shedding latest by 6 PM shall be considered available for the evening shift. It implies that each bus should be available for 88% of the shifts taken on six monthly basis. If the bus fails to go on scheduled duty because of some maintenance 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 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 DTC. The Contractor can also inspect the records, if he desires <u>ALL Response</u> Please consider following proposal which would enable Ashok Leyland to participate in the bidding process. [*I If the bus fails to go on scheduled duty because of some maintenance	Pl. refer amendment to the RFP Document.

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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 DTC
				defects/breakdown but leaves the depot after 8 AM/5 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 schedule, it will not be considered available for that shift unless attended promptly by Contractor & completed 90 % or more scheduled Kms. operation in normal shift subject to imposition of fine of an amount equal to loss of ticketed earning based on Kms. missed on average ticketed EP of depot during the month, which shall be imposed on the Contractor.l* Justification: Breakdown attention can never be separated from 12% shifts provided for the AMC related activities for the following reasons; [I] 12% shifts have been provided for the execution of the AMC related activities, which would be the contractual responsibilities of the contractor i.e. [i] Periodic Maintenance/docking, [ii] compliance with Statutory requirements (as notified up to the date of submission of bid), [iii] unforeseen repairs/maintenance which would include breakdown attentions also. [2] These 12% shifts would not include those shifts which would be necessary for accident repairs or unforeseen situations like Police Custody, Force Majeure wherein the contractor will have no control. [3] Breakdown is not a subject matter of defect/mechanical failure of the buses in each case. It has been observed in a large number of cases that break down was a result of driving habit, driver's behavior, operation in adverse conditions, accident, theft, overloading etc. which can never be attributed to the defect/mechanical failure of the buses. [4] Missed Kms" cannot be attributed entirely to the breakdown and/or the relevant repair time. "Missed Kms" would also be subjected to other events like traffic conditions, time of breakdown, location of breakdown, driver/conductor's behavior etc. which would not be under control of the contractor. Therefore, the contractor cannot be held responsible for those acts/eventualities which would be outside his activi rea.	

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 DTC
6	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.6	43	The bus-wise maintenance shall be on regular basis to ensure at least 88% availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 88% bus wise availability, the contractor shall be liable for fixed pre-estimated damages of Rs 2000/- per bus per shift on six monthly basis for first slab of 60,000 Kms, Rs. 2200/- per bus for second slab of 60,000 Kms. and Rs. 2420/- per bus for third slab of 60,000 Kms However, the cap of Pre-estimated is to be levied will be 1% of the total AMC billed amount. <u>ALL Response</u> Please consider following proposal which would enable Ashok Leyland to participate in the bidding process. "Pre-estimated damages would mean and includes all the Pre-estimated Damages, which could be levied on the contractor, whether on account of non-availability of the buses, recovery against missed kms and breakdown response time and such Pre-estimated damages would be subject to a maximum of 1% of the total AMC billed amount, excluding the GST or any other statutory levy	As Per RFP.
7	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.5	43	These buses shall be attended at DTC Depots as well as for minor repairs on line to minimize down time. The maximum response time for breakdown complaint on line, during annual maintenance period (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/ email is made) shall not exceed 4 hours within Delhi or in immediate vicinity of Delhi. Any delay beyond 4 hours on line, a fine an amount equivalent to 50% of the missed kilometre multiplied by the prevailing Basic AMC rate of that bus at that timeshall be imposed on the Contractor each time..... <u>ALL Response</u> DTC to consider following [*]Any delay beyond 4 hours on line, a fine an amount equivalent to 50 % of average ticketed earning per bus per day during the month of the depot shall be imposed on	Pl. refer amendment to the RFP Document.

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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 DTC
				the Contractor each time. [*]	
8	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.10	44	The repair shall be undertaken by contractor only after receiving the signed AIR/ work order and approval on cost estimate from DTC. The repair shall be accomplished by the contractor within time stipulated as per the on-going contract. After completion of accident repairs, the satisfactory certificate/note as per Annexure-16 will be issued by DTC after inspection; the contractor shall raise the final invoice reflecting the cost of spare parts & labour cost including applicable Taxes. The labour rates are at present Rs. 209/- hour which are being revised annually. The payment towards the accident repair shall be made by DTC within 30 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. <u>ALL Response</u> Please consider following proposal which would enable Ashok Leyland to participate in the bidding process. [A] DTC to delete following provision: 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.[*] [B] DTC to consider deletion of following clauses in Annexure 17: Clause (b), (f), (g) DTC to consider following proposal	As Per RFP

DELHI TRANSPORT CORPORATION STRATEGIC BUSINESS UNIT, HAUZ KHAS BUS TERMINAL NEW DELHI-110 016 (INDIA)	ADDENDUM NUMBER 1 & REPLIES TO QUERIES" IN RESPECT OF CHANGES TO FREEZE THE REQUEST FOR PROPOSAL (Tender ID: 2020_DTC_194541_1)
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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 DTC
				[**] In case of Wre damage, if not attributable to defect/mechanical failure of the bus, payment of damage Wre will be made as per the NSD formula as per Anne.XUre—17. [**	
9	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.20	45	In case Contractor does not perform the AMC Contract satisfactorily, DTC may terminate the Contract after giving three months prior notice to the Contractor, forfeit the performance guarantee. The decision of DTC in this regard shall be final. In such case, the Contractor shall have no claim on the DTC and remove his manpower and all machines/equipment from the site and vacate the site within three months of receipt of such notice of cancellation of AMC. However, if the contractor wants to exit the AMC agreement, it can do so after serving a 90 days' notice in writing without giving any reason for doing so. <u>ALL Response</u> DTC to consider following proposal: However, if the contractor wants to exit the AMC agreement, it can do so after serving a 90 days' notice in writing without giving any reason for doing so". Upon exiting from the AMC Agreement, the Contractor would not be responsible for any penal action and DTC would release the Performance Security within next six months. However, all the past performance would be subject to contract terms.	As Per RFP
10	-----	-----	-----	<u>ALL Response</u> DTC to consider following proposal All the buses which have not been in o eration fo substantial period of time have had effect on the life of followin 1 ems/assl adversely and in order to operationaliz ch buses, the replace t/rectifi tion thereof would be necessary. - Tyres - Batteries. - Other components like passenger seat etc. - Jobs involving upto 20,000 kms docking DTC and the contractor would carry out the joint inspection of such buses and agree for relevant cost to be reimbursed by DTC to the contractor. In addition to above technical jobs, compliance with following statutory requirements would also be necessary and DTC would be responsible to bear the fee and penalty.	Pl. refer amendment to the RFP Document Clause no. 19.1 of GCC.

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				if any in this regard; e. CNG Cylinder recertification f. MVI g. CNG leakage testing h; PUCC All such buses would be included in the AMC Agreement only after above activities are complete to the entire satisfaction of both DTC and Contractor.	
11	-----	-----	-----	<u>ALL Response</u> DTC to consider following proposal: If the repair of any bus would not be commercially viable, process for liability settlement of same needs to be discussed, without levy of pre-estimated damages.	Pl. refer amendment to the RFP Document Clause no. 3.2 of GCC.
12	-----	-----	-----	<u>ALL Response</u> AMC charges would be subject to the financial impact from various factors i.e. statutory levies (GST, Labor Act including Minimum Wage Act, new levies etc.), inflation factors, change in govt policy etc. which cannot be predicted/forecasted now and would always remain out of our control. In order to protect our AMC charges from all such uncertainties, DTC to consider keeping a rational 'Escalation Factor' which is generally acceptable in such State controlled contracts.	As Per RFP
13	-----	-----	-----	<u>ALL Response</u> DTC to consider following proposal "In any Force majeure event, when DTC's bus operation would be reduced whereby contractor's normal revenue would be denied, DTC would pay a lump sum AMC charges to contractor on monthly basis so that contractors fixed cost would be taken care of." Justification It has been experienced in recent ongoing pandemic situation, DTC's bus operation has been reduced considerably, for a very long period of time, as a result of which our AMC revenue was impacted considerably while our fixed cost had been at the same level throughout. It has resulted in to huge losses to	As Per RFP
14	SECTION V: INSTRUCTIONS	17	2.3 & 2.4	2.3 In case Bidder being authorized network of VM, the following documents shall be submitted along with the Bid:	As Per RFP

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 DTC
	TO BIDDERS (ITB)			i.) Authorization letter from Vehicle Manufacturer. ii.) Experience Certificate required as per Clause 2.1 duly certified by the Vehicle Manufacturer iii.) Self-Undertaking for not being black listed by any Government department. iv.) Undertaking by VM to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG Non-AC & AC buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier. 2.4 In case of Bidder being any service provider other than VM/ VM's authorised network, the service provider shall have an under taking from VM regarding: i.) Authorization certificate. ii.) The unconditional support of the VM technically throughout the execution of Comprehensive Annual Maintenance Contract of these buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier. iii.) Supplies of genuine VM/ OEM or their recommended spare parts required for maintenance of these Low Floor Non-AC & AC Buses up to 1,80,000 Kms after completion of 7,50,000 Kms or upto 15 years from the date of registration of the bus whichever is earlier. iv.) Self-Undertaking for not being black listed by any Government department. The service provider shall provide the Experience Certificate as required in clause 2.1. <u>ALL Response</u> DTC to consider following proposal "DTC to delete sub clause 2.3 & 2.4 of 1 at 17 of RFP documents."	

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**‘REQUEST FOR PROPOSAL’ (RFP) DOCUMENT FOR
ANNUAL MAINTENANCE CONTRACT OF FULLY BUILT 1000 Non-AC and AC CNG PROPELLED
LOW FLOOR BUSES AFTER COMPLETION OF 7,50,000 KMS OF THE ASHOK LEYLAND MAKE SUPPLIED TO THE
CORPORATION UNDER RFP NUMBER: CGM/SBU/845/2008**

[GLOBAL RFP NUMBER: DCGM/SBU/938/2020, Tender ID: 2020_DTC_194541_1, DATE OF ISSUE: 14th, Sep, 2020]

PRE-BID CONFERENCE HELD AT 15.00 HOURS ON 21st September, 2020 AT HEAD QUARTER, DELHI TRANSPORT CORPORATION, I P ESTATE, NEW DELHI-110002, INDIA

AMENDMENTS/ CLARIFICATIONS SOUGHT BY M/S. R K AUTOMOBILES PVT 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
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u> For smooth work performance there should be no mixing of parties in a particular Depot and each party may be given separate Depot to function and perform. This will avoid any disputes amongst parties while working together for different buses in a particular Depot.	Pl. refer amendment to the RFP Document Clause no. 19.33 of GCC.
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u> Performance Guarantee may be accepted in lots of 25 buses and not at one time as we are not going to get all the allotted buses at one time.	Pl. refer amendment to the RFP Document Clause no. 30.0 of ITB & 4.1 of GCC.
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u> If 1.2 is allotted less number of buses than L1, then it should not be pressurised to match rates with L1.	As Per RFP
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u>	Pl. refer amendment to

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				As per GFR (General Finance Rules) 2017 of Central Government, Amendment Order No.F/20/2/2014-PPD(Pt.) dated 25.07.2017, Parties registered as MSME are exempted from submission of EMD. As our firm is registered as MSME with Central Government (certificate attached), our firm be exempted from EMC).	the RFP Document.
	SECTION VI: GENERAL CONDITIONS OF CONTRACT	3.2	34	The Contractor shall also be required to carry out accidental repairs of buses attributable to the Contractor or to the DTC or due to natural calamities etc. The cost of repairs i.e. cost of spare parts & labour charges on account of the accidental buses attributable to the DTC 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 DTC. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the bus shall be the responsibility of the Contractor. DTC's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding. <u>R K Automobiles Pvt. Ltd. Response</u> - In this connection please clarify if a bus is damaged in a fire totally or beyond reasonable repair (more than book value of the bus), then what shall be the formula of making recovery from the contractor?	Pl. refer amendment to the RFP Document.
	-----	-----	----	<u>R K Automobiles Pvt. Ltd. Response</u> Page no. 86, Annexure 17, TYRE DAMAGE FORMULA- Vehicles being handed over to the contractor may have different conditions of tyres like less tread depth, damage condition etc' - It is proposed that before handing over the buses to the contractor, all tyres to be inspected by joint team for damage/tread depth. Damaged tyres to be removed and if tread depth is less than 50%, contractor should be compensated accordingly	Pl. refer amendment to the RFP Document Clause no. 19.1 of GCC.

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	SECTION VI: GENERAL CONDITIONS OF CONTRACT	17.1	42	Payment for AMC will be made on monthly basis. After every month, the Contractor will submit the bill and DTC will provide the actual/ total Kms and total availability of buses to the contractor each month latest by 07th day. The taxes shall be shown by the contractor separately in the invoice. The actual/ total Kms for the purpose shall mean the total Kms run by the buses including for MVI, CNG Leakage, PUC etc. as per driver memo and DTC's control room. 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. DTC will arrange the payment within 30 days of receipt of bill subject to any recoveries towards pre-estimated damages as per Clause 19.3 & 19.7 below or any other charges recoverable as per Terms and Conditions of the Contract. TDS & GST-TDS will be deducted at source from the payment of Contractor as per applicable law. The pre estimated damages will be calculated as per Annexure-11 and recovered on six monthly basis during financial year i.e. July to December and January to June. However, the cap of Pre-estimated damages is to be levied will be 1% of the total billed amount. <u>R K Automobiles Pvt. Ltd. Response</u> - It may be clarified that all pre-estimated damages regarding fleet availability, break down or any other charges/penalties clubbed together shall be limited to 1% of billed amount	Pl. refer amendment to the RFP Document. Further 1% ceiling is applicable only for Pre-Estimated damages
	SECTION VI: GENERAL CONDITIONS OF CONTRACT	19.10	44	The repair shall be undertaken by contractor only after receiving the signed AIR/ work order and approval on cost estimate from DTC. The repair shall be accomplished by the contractor within time stipulated as per the on-going contract. After completion of accident repairs, the satisfactory certificate/note as per Annexure-16 will be issued by DTC after inspection; the contractor shall raise the final invoice reflecting the cost of spare parts & labour cost including applicable Taxes. The labour rates are at present Rs. 209/- hour which are being revised annually. The payment towards the accident repair shall be made by DTC within 30 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	As Per RFP

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				DTC driver the payment of damage tyre will be made as per the NSD formula as per Annexure-17. <u>R K Automobiles Pvt. Ltd. Response</u> Accidental repair : Payment for accidental repairs shall be made by DTC to the contractor within 30 days of submission of bills.	
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u> Looking into the handling of spares including screen and other glasses, it is requested that an amount equal to 10% over the billed amount based on current rate of spares be paid to the contractor as profit/spare handling charges	As Per RFP
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u> Buses to be handed over to the contractor in fully roadworthy condition fitted with all the required accessories. In case a bus is off- road or short of any parts/accessories and contractor is required to make it road worthy, joint inspection should be carried out and necessary compensation may be given to the contractor as per repair bill.	Pl. refer amendment to the RFP Document Clause 19.1 of GCC.
	-----	-----	---	<u>R K Automobiles Pvt. Ltd. Response</u> For facilitating payment by DTC to the contractor within 30 days of submission of bills, an Escrow account between DTC and contractor be opened in a Government Bank and in this account a minimum balance equivalent to 3 months bill amount payment to be always maintained by DTC.	As Per RFP.