



REQUEST FOR PROPOSAL

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**

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

Part I	Request for Proposal ("RFP")
Part II	Financial Proposal Format

Issued By



DELHI TRANSPORT CORPORATION

(Government of NCT of Delhi)

Tender Cell, Room No. 207, IP Estate,
New Delhi – 110 002, India
Phone: 91 (11) 26511700, 26511638, 26511699
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Website: [https:// www.dtc.nic.in](https://www.dtc.nic.in)

DELHI TRANSPORT CORPORATION	Request for Proposal Document 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
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CONTENTS OF RFP DOCUMENT

The RFP document comprises of the following Sections as listed below and would additionally include any Addendum issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

Section I.	Disclaimer
Section II.	Background
Section III.	Bid Invitation Notice (BIN) and Schedule of Bidding Process with Key Details
Section IV.	Definitions and Abbreviations
Section V.	Instructions to Bidders (ITB)
Section VI.	General Conditions of Contract (GCC)
Section VII.	Schedule of Requirements (SOR)
Section VIII.	Technical Specifications (TS)
Section IX.	Techno-Commercial Evaluation Proforma(TCEP)
Section X.	Price Schedule (PS)
Section XI.	Bid Forms, Annexures and other Formats

Note: THE RFP DOCUMENT, IF PURCHASED BY THE BIDDER, IS NOT TRANSFERABLE.

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SECTION I: DISCLAIMER

This RFP is being issued by Delhi Transport Corporation (DTC) for inviting tenders for Comprehensive Annual Maintenance Contract of 1000 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 Bharat Stage-VI (Euro-VI) norms on such terms and conditions and Technical Specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by DTC to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for DTC to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. DTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

DTC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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SECTION II: BACKGROUND

- (a) The Government of India ('GOI'), Ministry of Transport took over the local bus services in Delhi in May 1948. The Delhi Road Transport Authority was constituted under the Road Transport Corporation Act, 1950 which became an undertaking of the Municipal Corporation of Delhi ('MCD') by an Act of Parliament in April, 1958.
- (b) The GOI took over the management of the undertaking by enacting the Delhi Road Transport Laws (Amendment) Act, in 1971 and took over the assets and liabilities from the erstwhile Delhi Transport Undertaking ('DTU') operated by the MCD till 2nd Nov, 1971. Thus, DTC was set up in 1971. DTC which was earlier functioning under the administrative control of the GOI was taken over by the Government of National Capital Territory ('NCT'), Delhi on 5th August 1996.
- (c) DTC at present has manpower of about 26800 (twenty-six thousand and eight hundred) employees comprising drivers, conductors, traffic supervisory personnel, repair, maintenance and administration staff including short term staff. The Corporation have 40 (forty) depots with sufficient parking capacity. Each depot is headed by a Depot Manager with officers in mechanical, traffic and account wings, to assist him in depot functioning. Out of the above, the present fleet of low floor buses in DTC is 3762 buses, which is maintained in 35 bus depots. The maintenance of low floor buses is outsourced to vehicle manufacturers for the life time of the bus.

AIMS & OBJECTIVES:

- (d) With a view to strengthen and modernize public transport in Delhi, it is planned to augment DTC's bus fleet to 5500 as per the Government of the National Capital Territory Delhi ('GNCTD') policy. The increase in DTC's bus fleet will help to enhance commuter satisfaction, reliability and punctuality of bus services thereby reducing the dependence on private modes of transport. To this end, DTC has floated tender for the procurement of 1000 (One Thousand) FULLY BUILT AC CNG PROPELLED LOW FLOOR BUSES under **RFP Number: DCGM/SBU/937/2020/AC** and now floating the tender for out sourcing of maintenance of these buses.

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SECTION III: BID INVITATION NOTICE & SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

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III-A: BID INVITATION NOTICE (BIN)

DELHI TRANSPORT CORPORATION (GOVERNMENT OF NCT OF DELHI) Strategic Business Unit, Hauz Khas Bus Terminal, New Delhi, INDIA Phone: 91 11 26511638, e mail: dcgmsbu@dtc.nic.in																				
NOTICE INVITING E-TENDER: REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR AC CNG PROPELLED LOW FLOOR BUSES OF THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST RFP NUMBER: DCGM/SBU/937/2020/AC RFP Number: DCGM/SBU/937-AMC/2020/AC																				
Delhi Transport Corporation (DTC) invites Bids from respective manufacturers of fully built CNG propelled Buses/ or authorized network of the respective vehicle manufacturer of these buses through e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in) for Comprehensive Annual Maintenance Contract (including Accidental repairs) 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 as per Schedule of Requirements given below: BRIEF SCHEDULE OF REQUIREMENTS: <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description of Work</th> <th>Period of Contract</th> <th>Tendered Quantity (Nos.)</th> <th>Delivery Period</th> <th>Bid Security</th> <th>Due Date and Time of Opening of Bids</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Comprehensive Annual Maintenance Contract (including Accidental repairs) 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.</td> <td>Upto 7,50,000 KMs tentatively to be completed in 12 years</td> <td>1000</td> <td>As per the actual delivery of the buses under RFP DCGM/SBU/937/2020/AC</td> <td>Indian Rupees (INR) 22Million</td> <td>01.10.2020 at 15.30 hrs. (IST)</td> </tr> </tbody> </table> The Bid Document can be downloaded from the e-procurement portal of GNCTD (https://govtprocurement.delhi.gov.in) and website of DTC (http://www.dtc.nic.in) PRE-BID CONFERENCE: A Pre-Bid Conference will be held on 26.08.2020 at 15.00 Hours (IST) at Head quarter, Delhi Transport Corporation, I P Estate, New Delhi-110002, INDIA with the prospective Bidders for the purpose of holding discussions and for providing clarifications on the RFP Document by the Purchaser. SUBMISSION OF BIDS: Complete Bid (separately each for Techno-Commercial Bid & for Price Bid) in the prescribed format should be uploaded/ submitted through e-procurement Portal of Government of NCT of Delhi on or before 01.10.2020 by 15:00 hrs. (IST). The Bid Security of amount and mode as per details given in RFP and Cost of RFP Document (INR 10,000/- plus GST @ 18% or as applicable) in the form of Demand Draft in original favoring Chairman-cum-Managing Director, Delhi Transport Corporation payable at New Delhi must be delivered in the office of Dy. Manager, (Tender Cell), Room No. 207, Delhi Transport Corporation, I.P. Estate, New Delhi-110 002, India, so as to reach, on or before 01.10.2020 by 1500 hours (IST) ("Bid Due Date for submission of e-tender"). FOR MORE DETAILS OF TENDER NOTICE LOG ON TO E-PROCUREMENT PORTAL OF GOVERNMENT OF NCT OF DELHI OR DTC WEBSITE. Sd/- Dy. CHIEF GENERAL MANAGER (SBU) dcgmsbu@dtc.nic.in							Item No.	Description of Work	Period of Contract	Tendered Quantity (Nos.)	Delivery Period	Bid Security	Due Date and Time of Opening of Bids	1	Comprehensive Annual Maintenance Contract (including Accidental repairs) 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.	Upto 7,50,000 KMs tentatively to be completed in 12 years	1000	As per the actual delivery of the buses under RFP DCGM/SBU/937/2020/AC	Indian Rupees (INR) 22Million	01.10.2020 at 15.30 hrs. (IST)
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III-B: SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

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

Sr. No	Activity Description	Date
1	Date of Issue of RFP on e-procurement portal of Government of NCT of Delhi (https://govtprocurement.delhi.gov.in)	19.08.2020
2	Submission Pre-Proposal Meeting Queries	25.08.2020
3	Date and Time of Pre-Bid Conference*	26.08.2020 at 15:00 Hrs.
4	Deadline for submission queries/ clarifications made during the Pre-Bid Conference in writing	27.08.2020 by 17:00 hrs.
5	Date for freezing of RFP Document	10.09.2020
6	Last Date and time of uploading/ submission of Bids	01.10.2020 by 15:00 hours
7	Opening of Techno-Commercial Bid (Bid 1)	01.10.2020 at 15:30 hours
8	Opening of Price Bid (Bid 2)	To be informed Separately

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

Conference Room,
Delhi Transport Corporation
I P Estate, New Delhi -110002, INDIA

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SECTION IV: DEFINITIONS & ABBREVIATIONS

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

1. **"Aims and Objectives"** has the meaning ascribed to it in Clause (d) of Section II of the RFP.
2. **"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.
3. **"Bid"** means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including the Techno-Commercial proposal and Financial proposal along with all other documents forming part and in support thereof.
4. **"Bidder"** means a company incorporated in India engaged in manufacturing, supply and 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 or their authorized network of Vehicle Manufacture.
5. **"Bus Procurement Committee"** shall mean Committee constituted by the Managing Director of DTC comprising of departmental members from technical, finance, operations and stores department.
6. **"Earnest Money Deposit/ Bid Security"** shall have the meaning ascribed to it in Section V' Instructions to Bidders'.
7. **"Encashment Notice"** shall have the meaning, the notice issued to the Contractor by the Purchaser for encashment of bank guarantee pursuant to the terms of the Contract.
8. **"Bidding Process"** means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
9. **"CMD"** means the Chairman-cum-Managing Director of DTC.
10. **"MD"** means the Managing Director of DTC.
11. **"Contract"** means and includes 'Letter of Acceptance', complete RFP Document including 'Bid Invitation Notice', 'Instructions to Bidders', 'General Conditions of Contract', 'Schedule of Requirements', 'Technical Specifications', 'Techno-Commercial Evaluation Proformas', 'Price Schedule', 'Annexures' and includes a repeat order accepted or acted upon by the Contractor and a formal agreement, if executed;
12. **"Contractor"** means the company with whom the Contract for the Comprehensive Annual Maintenance Contract is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract;
13. **"Deadline for Submission of Bids"** shall mean the last date and time for uploading/ submission of Bids as set-forth in Section III-B of this RFP under the heading **"Schedule of Bidding Process with Key Details"** or such other date / time as may be decided by DTC in its sole discretion and notified to the Bidders by dissemination of requisite information in this behalf on the E-Procurement Portal of Government Of NCT Of Delhi (<https://govtprocurement.delhi.gov.in>) and/ or DTC Website and / or in writing either by email or by facsimile or by registered post.
14. **"Delivery of Buses"** shall be deemed to take place as per the actual delivery of the buses by the vehicle manufacturer under RFP DCGM/SBU/937/2020/AC and allotted to the Depots after registration for operation.

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15. **"DTC"** means the Delhi Transport Corporation and its authorized successors and assignees at all times.
16. **"DTC Website"** means the website of DTC which, at present has the following URL – <http://www.dtc.nic.in>
17. **"Effective Date"** of the Contract shall mean the date on which the 'Letter of Acceptance' (LOA) shall be dispatched by the Purchaser;
18. **"Government"** means the Government of National Capital Territory of Delhi (GNCTD) or Government of India as is relevant in the context;
19. **"Inspecting Officer"** means the person(s), firm(s) or organization nominated by the Purchaser for the purpose of inspection of maintenance work under the Contract and includes its/ their authorized representative;
20. **Inspections:**
 - i) **"Preventive, Service and Docking Inspection"** of Buses means the inspection of Buses to be carried out by the purchaser or its authorized representative as per the maintenance schedule for servicing and different docking at various kilometer coverage as per the recommendations of the vehicle manufacturers;
 - ii) **"Accident Inspection"** of Buses means inspection of the accidental Buses to be carried out by the purchaser or its authorized representatives on furnishing of accident information report to be filled after inspection by the contractor at the gate while entering of the bus in the depot as per Annexures enclosed with this RFP.
 - iii) **"Daily Inspection"** before outshedding of the buses and inspection after attending the defect/ breakdown reports lodged by drivers.
 - iv) **"Random Inspection"** the buses can be inspected any time in the Depots or online by the Depot, Regional, Corporate, Vigilance/ officials/officers.
21. **"Letter of Acceptance"** means the letter or memorandum communicating to the successful Bidder the acceptance of its Bid and includes an advance acceptance of its Bid;
22. **"Maintenance Premises"** means the Depots of the Purchaser at which the Buses shall be maintained;
23. **"Material"** means anything used in the maintenance or repairing of the Buses;
24. **"Particulars"** include –
 - i. Technical Specifications;
 - ii. Drawings;
 - iii. "Proprietary Mark" or "Brand" meaning the mark or brand of a product which is owned by an Industrial firm;
 - iv. Any other details governing of the maintenance or repairing of buses as may be prescribed by the Contract;
25. **"PIS"** means Passenger Information System whereby and where under passengers shall be informed, inter alia, of approaching bus stops inside the Buses.
26. **"Purchase Officer"** means the officer signing the "Letter of Acceptance" and includes any officer who has the authority to execute the relevant Contract on behalf of the Purchaser;
27. **"Purchaser"** means Chairman-cum-Managing Director/ Managing Director, Delhi Transport Corporation, Indraprastha Estate, New Delhi - 110 002 or its authorized representatives;
28. **"RFP"** and / or **"RFP Document"** means this 'Request for Proposal' document comprising of the sections namely Disclaimer, Background, Bid Invitation Notice (BIN) and Key Details, Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications (TS), Techno-Commercial Evaluation Proforma (TCEP), Price Schedule (PS) and Bid Forms, Annexures and other Formats and any applicable Schedules thereto;
29. **"Services"** means services ancillary to the maintenance of the Buses for the contract period

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like insurance, statutory requirements etc. ;

30. **"Signed"** means signed and stamped;
31. **"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;
32. **"Sub-Contractor"** means any person, firm or company approved by the Purchaser, from whom the Contractor may obtain any ancillary services such as Intelligent Transportation System (ITS) services, AC services etc.
33. The terms **"Successful Bidder"**, **"L1 Bidder"**, and / or "Vendor" shall mean the Bidder who qualifies the Techno-Commercial proposal stage and the Financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by DTC.
34. **"Test"** means such test(s) as is/ are prescribed by the Purchaser or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Purchaser/ Inspecting Officer;
35. **"Works"** means all the works specified or set forth and required in and by the said 'Technical Specifications', 'General Conditions of Contract', 'TCEP', 'Drawings' and 'Schedule of Requirements', 'Bid Forms', 'Annexures' and other Formats' hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and 'Schedule of Requirements' and also in such additional instructions shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Purchaser;
36. **"Writing"** or **"Written"** includes matter, either in whole or in part, in manuscript, type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be;
37. Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

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SECTION – V INSTRUCTIONS TO BIDDERS (ITB)

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SECTION V: INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. GENERAL

- 1.1 Delhi Transport Corporation (Government of National Capital Territory of Delhi), (**hereinafter referred to as the Purchaser**), invites bids through e-procurement Portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) in Two Bid System (separately uploaded each for Techno-Commercial Bid & for Price Bid) for Comprehensive Annual Maintenance Contract for 1000 Nos. of Air Conditioned (AC) Compressed Natural Gas (CNG) Propelled Buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC having Low Floor Height fitted with Automatic Transmission, Air Suspension, Power Steering, Electro-Pneumatically operated doors, LED Destination Board System (LDBS), Security Camera Network, ITS enabled bus with inbuilt GPS System and a non-polluting fuel efficient CNG propelled engine (hereinafter called Buses) conforming to Bharat Stage-VI (Euro-VI) norms as per "Schedule of Requirements" and 'Technical Specifications' from established and reliable vehicle manufacturers/ or their authorized network having satisfactory experience for maintaining the buses of CNG Propelled Low Floor AC buses of at least preceding two years ending on 31st, March'2020.
- 1.2 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.
- 1.3 Complete Bid (separately each for Techno-Commercial Bid & for Price Bid) in the prescribed forms should be uploaded/ submitted through e-procurement Portal of Government of NCT of Delhi on or before the time and date fixed for submission of bid. Bid received after the stipulated time and date will not be entertained. Such bids will be, termed as late/ delayed bid and returned unopened.
- 1.4 The Bidders are required to offer rates for Bharat Stage-VI (Euro-VI) buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC. Further, the Bidders are required to quote only one rate for the tendered quantity of Bharat Stage-VI (Euro-VI) Fully Built AC CNG Propelled Bus of Low Floor Height of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC .Bids of those Bidders who quote more than one rate shall be rejected. Conditional offers/ rates on any account will not be accepted.
- 1.5 Traders, Agents, Brokers and middlemen are not eligible for participation in the bid

2. ELIGIBILITY

- 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 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

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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.

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

3. COST OF DOCUMENT

- 3.1. The RFP document package is priced at Indian Rupees (INR) 10,000 (Rupees Ten Thousand only) plus GST @ 18% or as applicable payable in the form of a Demand Draft drawn in favour of Chairman-cum-Managing Director, Delhi Transport Corporation, Delhi payable at Delhi. The said cost of RFP Document shall be submitted to in the office of Dy. Manager, (Tender Cell), Room No. 207, Delhi Transport Corporation, I.P. Estate, New Delhi-110 002, India, so as to reach, on or before 1500 hours (IST) on or before Bid Due Date for submission of e-tender.
- 3.2. In the event of failure to deposit the requisite cost by such Bidder, his Bid shall not be processed further.

4. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of Bid and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

5. CLARIFICATION TO RFP DOCUMENT

- 5.1. In the event that any Bidder requires any clarification of the RFP document, such Bidders are expected to send their queries to DTC in writing by Post, Courier, e-mail or by facsimile within such date as specified in the Schedule of Bidding Process set forth in Section: III - B at the address given below in order to enable DTC to have adequate notice of the said queries so that the same may be addressed by the date and time of freezing of RFP document.:

Dy.Chief General Manager,
Strategic Business Unit,
DTC Hauz Khas Bus Terminal,
Delhi Transport Corporation, New Delhi 110 016, India
Email addresses: dcgmsbu@dtc.nic.in

Bidders shall have to post queries by email to dcgmsbu@dtc.nic.in

- 5.2. Nothing in this section shall be taken to mean or read as compelling or requiring DTC to respond to any questions or to provide any clarification to a query. DTC reserves the right

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to not to respond to the questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if DTC in its sole discretion considers that no reply is necessary. No extension of deadline for Submission of Bids will be granted on the basis or grounds that DTC has not responded to any question or not provided any clarification to a query.

6. PRE-BID CONFERENCE

- 6.1. A Pre-Bid Conference will be held as per the details provided in Section: III - B with the prospective Bidders, for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the maintenance of these Buses that may be required by the prospective Bidders will be provided. The prospective Bidders should on their own cost, attend the said conference on the date and venue.
- 6.2. Details of proposed/ suggested variations/ deviations/ additions from the Bid specifications/ conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. No further suggestions for deviations/ variations/ additions will be entertained after the Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 1700 hours on next working day of the Pre-Bid Conference.
- 6.3. The Purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the maintenance aspect during Pre-Bid Conference. However, the decision of the Purchaser in this regard will be final.
- 6.4. After incorporating the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in Section: III-B through issuance of an Addendum(s) which can be downloaded from the e-procurement portal of GNCTD(<https://govtprocurement.delhi.gov.in>) and website of DTC ([http:// www.dtc.nic.in](http://www.dtc.nic.in)).
- 6.5. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

7. LOCAL CONDITIONS

It is imperative that each Bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter-alia including the cost of the maintenance of these Buses. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India. On such matters, the Purchaser shall not entertain any request from the Bidders.

B. RFP DOCUMENT

8. RFP DOCUMENT

- 8.1. The RFP document consist of the following:

- | | |
|--------------|--|
| Section I. | Disclaimer |
| Section II. | Background |
| Section III. | Bid Invitation Notice (BIN) and Schedule of Bidding Process with Key Details |

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- Section IV. Definitions and Abbreviations
- Section V. Instructions to Bidders (ITB)
- Section VI. General Conditions of Contract (GCC)
- Section VII. Schedule of Requirements (SOR)
- Section VIII. Technical Specifications (TS)
- Section IX. Techno-Commercial Evaluation Proforma (TCEP)
- Section X. Price Schedules (PS)
- Section XI. Bid Forms, Annexures and other Formats

- 8.2. The Bidder is required to examine carefully all the contents/ pros & cons of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the bid. Failure to comply with the requirement(s) of RFP document will be at the Bidder's own risk & responsibility.

9. AMENDMENT OF BID DOCUMENTS

- 9.1. As and when required prior to the freezing of the RFP document, the Purchaser, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidder, may modify the RFP document by issuing amendment(s) to the RFP document.
- 9.2. Any Addendum thus issued will only be posted on e-procurement portal of GNCTD. Bidders are advised to visit the website <https://govtprocurement.delhi.gov.in> regularly to keep themselves updated.
- 9.3. The Purchaser reserves the right at his sole discretion to extend the deadline for submission of Bids.
- 9.4. If any amendment is affected in the RFP document, only the amended RFP document shall be final and determinative.

C. PREPARATION OF BIDS

10. LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and the Purchaser shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by a self-authenticated accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

11. COMPLIANCE WITH TECHNICAL SPECIFICATIONS

- 11.1. The maintenance of Buses is required against this Bid shall conform to the Technical Specifications of the Vehicle manufacturer submitted in the Bid for procurement of these buses as per Section VIII of the RFP document no. DCGM/SBU/937/2020/AC.
- 11.2. The Bidder shall obtain itself, at its own expense, all the latest specifications/ procedures required for the maintenance of the Buses in accordance with the Contract terms.
- 11.3. The Bidder shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), the Motor Vehicle Act 1988 (MVA), the Delhi Motor Vehicle Rules 1993 (DMVR) along with any and all amendments therein and other statutory and

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legal requirements as applicable during the contract.

In case any critical issue arises, Bus Procurement Committee will decide the issue on case to case basis.

12. VARIATIONS / DEVIATIONS

- 12.1. Bidders may note that the Purchaser will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents.
- 12.2. The Bidder shall submit no deviation statement, from the 'Instruction to Bidders', 'General Conditions of Contract' and 'Schedule of requirements' 'Technical Specifications' of the Bid Document in the prescribed Proforma (**Annexure 1**).
- 12.3. Bids found inconsistent with the terms and conditions and/ or specifications of the RFP document are liable for rejection at the threshold. The decision of the Purchaser in this regard, shall be final and binding.

13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 13.1. The Bidders shall along with the Bid, provide satisfactory evidence acceptable to the Purchaser as given below:
 - 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. 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.
 - b. The Bidders shall furnish all information on past maintenance services for last two years and their satisfactory performance in the Proforma A for Techno Commercial Evaluation of Section IX prescribed in the RFP document. Bidders should furnish the copies of contracts & client's certificates for satisfactory performance for the maintenance of Low Floor CNG AC buses.
 - c. 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.
 - d. Bidder shall furnish details of the its technically qualified and experienced personnel certifying that he has adequate technically qualified and experienced personnel for the maintenance of Low Floor CNG AC Buses as per Annexure-21.
 - e. In case of bidder being VM, the following documents shall be submitted along with

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the Bid:

- i.) Experience Certificate required as per 13.1 (a)
 - ii.) Certificate for not being black listed.
 - iii.) Self-Undertaking for not being black listed by any Government department.
- f. 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 13.1 (a) from the Vehicle Manufacturer
 - iii.) Certificate from VM for not being black listed.
 - iv.) Self-Undertaking for not being black listed by any Government department.
 - v.) Authorization by VM to participate in this Bid to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor CNG AC buses.
- 13.3. In addition to the above, the Bidder, if required by the Purchaser, shall promptly furnish further information regarding his capacity/ capability, and he would extend all cooperation to the representatives of the Purchaser for assessing his capacity/ capability by actual visit to his works/ office.
- 13.4. Bids not containing the requisite information are liable to be rejected.
- 13.5. Only eligible Bidders, who meet the eligibility criteria, need apply.
- 14. ONLINE SUBMISSION INSTRUCTIONS**
- 14.1 Complete bid document can be seen and downloaded from e-procurement Portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) free of cost.
- 14.2 Those bidders not registered on the website mentioned above, are required to get registered beforehand.
- 14.3 Bidders are required to upload documents in terms of requirements of the e-procurement Portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>).
- 14.4 The intending Bidder must have valid class-III digital signature to submit the bid.
- 14.5 The Technical Proposal/Submissions shall be opened first on the date and time as specified in IIIB: Schedule of Bidding Process with Key Details of this RFP Document. The Bidder can login and then has access to view the Proposals online. Bidder, if so desire, can attend the Technical Submissions opening through e-procurement portal (<https://govtprocurement.delhi.gov.in>).
- 14.6 The time and date for opening of Price Proposal of Shortlisted Bidders will be informed later on through aforementioned web site.
- 14.7 Pre-Bid Conference shall be held at the location date & time as mentioned in Section: III-B of this RFP Document to clear the doubts of prospective Bidders, if any.
- 14.8 List of Documents to be scanned and uploaded within the period of Bid Submission of **Techno-Commercial Bid (Bid 1)** shall be in terms of Clause 13 and 15.1 of the Instruction to Bidders.

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- 14.9 **Price Bid (Bid 2)** shall consist of only Price Schedule in the prescribed formats (Annexure A of Section – X) Bharat Stage-VI (Euro-VI) compliant buses and is required to be uploaded separately as prescribed in Clause 24.2 of ITB.
- 14.10 The Proposal submitted shall become invalid if the Bidder doesn't upload all the documents as stipulated above.

15. DOCUMENTS/ ITEMS COMPRISING THE BID

- 15.1. The proposal submitted by the Bidder shall consist of two separate Bids viz. Techno-Commercial Bid and Price Bid for Comprehensive Annual Maintenance Contract (including Accidental repairs) 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:

- (i) **Techno-Commercial Bid (Bid 1)** shall contain the prescribed Proforma for Submission of Bid (Annexure–2), Proforma of Bank guarantee for Bid Security/ EMD (Annexure–3), Proforma-A for 'Techno Commercial Evaluation'- 'Maintenance Capability & Quality Control' of Section IX) and all other documents as well as other information required in accordance with the RFP document. Bidder is required to submit details of documents vis-à-vis Check List prescribed in the RFP Document along with bid. Failure to provide the documents prescribed in the check list may result in rejection of the bid.
- (ii) **Price Bid (Bid 2)** shall consist of only Price Schedule in the prescribed formats (Annexure A of Section – X)

- 15.2. The bidders are required to provide the details of Plant & Machinery, Jigs & Fixtures, other equipment and special tools etc. for carrying out maintenance of these Buses as per Annexure-22.
- 15.3. Bidders are required to bid only for type of the buses mentioned in the 'Schedule of Requirements'.
- 15.4. Incomplete bids are liable to be rejected.

16. PRESCRIBED FORM FOR THE BIDDING

The Bidder shall submit the prescribed Form (Annexure–2) of Bid along with the Techno-Commercial Bid.

17. BID SECURITY/ EARNEST MONEY DEPOSIT

- 17.1 The Bidder shall furnish Bid Security for the amount stipulated in the 'Schedule of Requirements' [hereinafter also referred to as "Earnest Money Deposit" (EMD)] as part of his Bid. Bid Security shall be sealed in a separate sealed envelope superscribed 'Bid Security/ Earnest Money Deposit for Bid No. DCGM/SBU/937-AMC/2020/AC for Comprehensive Annual Maintenance Contract for 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 for the amount stipulated in the 'Schedule of Requirements'. This sealed envelope containing 'Bid Security/ Earnest Money' should be put inside the sealed cover in accordance with Clause 24.5 of ITB. The Earnest Money shall be in one of the following forms:
- i. Account payee Demand Draft/ Fixed Deposit Receipt (valid for 60 days beyond the

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validity of bid) in favour of Chairman-cum-Managing Director, Delhi Transport Corporation payable/ encashable at Delhi/ New Delhi (India) from any scheduled commercial bank, operating in India.

- ii. An irrevocable Bank Guarantee from a scheduled commercial bank [licensed by RBI hereinafter referred to as "Scheduled Bank"] in favour of Chairman-cum-Managing Director, Delhi Transport Corporation valid for a period of 60 days beyond the validity of the Bid, in the format prescribed in the RFP document as Annexure-3. The Bank Guarantee should be encashable at Delhi/ New Delhi. For the avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 17.2 Any Bid not accompanied with valid Bid Security/ EMD in the acceptable form will be liable to be rejected by the Purchaser as being non-responsive.
 - 17.3 The Bid shall remain valid and open for acceptance for a period of 120 days from the specified date of opening. The Bank Guarantee/ Account Payee Demand Draft/ Fixed Deposit Receipt towards Bid Security/ Earnest Money shall remain deposited with the Purchaser for a period of 180 days from the date of opening of bids. If the validity of bid is extended, the Bidder shall get the terms of the Earnest Money Fixed Deposit Receipt/ Bank Guarantee extended by such period as the bid has been extended and shall furnish the same to the Purchaser not later than 15 days from the date of the notice of the extension of the bid.
 - 17.4 The Bid Security should be furnished in Indian Rupees (INR).
 - 17.5 No interest will be payable by the Purchaser on the Bid Security.
 - 17.6 The Bid Security is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its bid. The decision of Purchaser in this respect shall be final and binding.
 - 18. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDER(S)**

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
 - 19. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)**
 - 19.1 The Bid Security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.
 - 19.2 If the successful Bidder(s) fails to furnish the Contract Performance Security as specified in the 'General Conditions of Contract', then the Bid Security shall be liable to be forfeited by the Purchaser, in addition to any other actions as per terms and conditions stipulated in the RFP Document.
 - D. SUBMISSION OF BIDS**
 - 20. PRICE BASIS, DELIVERY SCHEDULE & PAYMENT TERMS:**
 - 20.1 Financial proposal should contain the 'Price Schedule' in the format prescribed in Annexure A of Section X for Comprehensive Annual Maintenance Contract for 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. All prices should be in Indian Rupees. The financial

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proposal should be per Kilometer basis mentioned in the Schedule of Requirements (Section VII).

- 20.2 The price for the maintenance of the buses shall include a complete break-up showing the basic price, GST and other charges if any, shall also be given. Bids not containing the break-up of prices are liable to be rejected. Government levies/ duties/ taxes on the AMC of buses as applicable on the date of opening of price bids will be considered for evaluation. In case there is variation in the statutory levies/ taxes during the currency of the contract, the same will be payable at actual.
- 20.3 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.
- 20.4 The price quoted for maintenance of buses shall be firm and not subject to any upward variation except for the variation in statutory levies & duties separately quoted by the bidder in its bids.
- 20.5 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.
- 20.6 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.
- 20.7 PAYMENT TERMS: The Bidder must agree to the payment terms as specified in the General Conditions of Contract.
21. **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.

22. **BID VALIDITY**

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- 22.1 The Bid shall remain valid and open for acceptance for a period of 120 days from the specified date of bid opening.
- 22.2. In exceptional circumstances prior to expiry of the original bid validity period, the Purchaser may request the Bidder for extension in the period of validity. The request and response thereto shall be made in writing by email followed by confirmation copy by post. A Bidder may refuse the request without becoming liable for forfeiture of Earnest Money. However, a Bidder agreeing to the request of extension in the bid validity period will be required to extend the validity of his Bank Guarantee towards Bid Security/ EMD suitably. Moreover, the Bidder agreeing to the request will not be permitted to modify his Bid.

23. FORMAT AND SIGNING OF BID

- 23.1. Bidders shall provide all the information as per this RFP Document and in the specified formats. Purchaser reserves the right to reject any Proposal that is not in the specified formats.
- 23.2. The original bid /bids shall be typed or written neatly in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to signed the Bid. The Letter of Authorization shall be indicated by written Power-of-Attorney accompanying the Bid/ Bids. The person or persons so authorized for signing the bid/ bids shall initial all pages of the Bid/ Bids including printed literature. Each page of the bid/ bids must be numbered at the right hand top corner.
- 23.3. The bid/ bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid.
- 23.4. All prices and other information like discount etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

24. TWO BID SYSTEM

- 24.1. All details except for the prices shall be furnished in the Techno-Commercial Bid (Bid 1). Bidder shall quote for all the items mentioned in the 'Schedule of Requirements', 'Technical Specification'. **Techno-Commercial Bid** shall consist of the Proforma of Submission of Bid (Annexure-2), Earnest Money (Annexure-3), Proforma-A for 'Techno Commercial Evaluation' of Section IX and all other documents as well as all technical and commercial information required in accordance with the RFP document. The techno-commercial details shall be provided as per techno-commercial evaluation Proforma 'A' of Section IX. The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

NOTE: PRICES SHOULD NOT BE MENTIONED ANYWHERE IN TECHNO-COMMERCIAL BID i.e. IN BID - 1.

- 24.2. Bidder shall quote for all the items as specified in the 'General Conditions of Contract' in the **Price Bid (Bid 2)** format as given at Annexure A of Section X for Comprehensive Annual Maintenance Contract for Bharat Stage-VI (Euro-VI) 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. Price Bid shall contain only the Price Schedule in the prescribed format of the RFP document.
- 24.3. The Bidder shall upload **separately** the scanned copy of Bid 1: Techno-Commercial Bid

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and Bid 2: Price Bid as defined in clause above on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) (Please refer “Instructions to Bidders for Online Bid submission”).

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

- a) Original copy of the payment towards the cost of RFP Document.
- b) Original Bid Security as per clause 17 of ITB, Section V.
- c) Hard Bound Print out of uploaded: Techno-Commercial Bid (Bid 1).

All pages of the Bid shall be serially numbered and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.

24.5. All the envelopes shall clearly bear the following identification:

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

“To be opened by Tender Opening Committee only”

and

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

Note: The sealed envelopes shall indicate the name and address of the Bidder to enable the Purchaser to return the bid documents un-opened in the event the bid is declared “Late/ delayed bid”.

24.6. Bid shall be in accordance with the provisions contained in the RFP document. No deviation shall be submitted in the Proforma as per Annexure-1 of the RFP document. Any material deviations/ variations in the terms & conditions in the bids submitted by the Bidders will make their bid liable for rejection.

25. DEADLINE FOR SUBMISSION OF BIDS

25.1. Bids complete in all respects must be uploaded / submitted through e-procurement Portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) and at the address given in the ‘Bid Invitation Notice’, not later than the time & date indicated therein. The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the Bid Documents by issuing an Addendum as per Clause 9 of ITB and in that case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

26. LATE/ DELAYED BIDS:

Bids received by the Purchaser after the prescribed deadline will be returned to the Bidder and shall be deemed disqualified and thus rejected.

27. MODIFICATION AND WITHDRAWAL OF BID

The Bidder may modify or withdraw his bid after submission but before the date and time

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fixed for submission of the bids, in terms of process set out in e-procurement portal. No Proposal shall be withdrawn by the Bidder after the Proposal Due Date.

E. BID OPENING AND EVALUATION

28. BID OPENING

- 28.1. The Techno-Commercial Bids (**Bid 1**) of all the Bidders will be opened by the Purchaser through e-procurement portal of GNCTD at time, date and place indicated in the Bid Documents, in the presence of Bidders or their representatives who wish to attend the Bid opening. The Bidders' representatives, who are present, shall sign a register in evidence of their attendance. In the event of the specified date of bid opening being declared holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 28.2. The Bidder's name, Bid Amendment/ Withdrawals, if any, the presence or absence of the requisite Earnest Money and such other details as the Purchaser or his authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- 28.3. Purchaser shall intimate Bidders in case of any change in the date or venue of opening of "Bid 1" of the Proposal.
- 28.4. The techno-commercial bids for Comprehensive Annual Maintenance Contract shall be considered and evaluated only of those bidders or their authorised network who (Bus Manufacturers) are declared responsive in the tender for supply of buses against RFP NUMBER: DCGM/SBU/937/2020/AC.

29. PROCESS TO BE CONFIDENTIAL

- 29.1. After the public opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.
- 29.2. Any effort by a Bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may attract the Clause 36.3 & 41 of ITB.

30. CLARIFICATION OF BIDS

- 30.1. To assist in the examination, evaluation and comparison of Bids, the Purchaser may, if necessary, ask Bidders individually for clarification of their Bids. The request for clarification and the response shall be in writing or by email only and no change in the price or substance of the Bid shall be sought, offered or permitted. The Bidder in such cases would need to provide the requested clarification / documents promptly and within 48 hours or such timeframe as given by Purchaser on the receipt of request to the satisfaction of the Purchaser, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Bid would be permitted by way of such clarifications.

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- 30.2. The Purchaser reserves the right to inspect/ visit the premises/ offices/ Maintenance facilities of the Bidder to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of bids.

31. DETERMINATION OF RESPONSIVENESS

- 31.1. The Purchaser will determine whether each Bid is responsive to the requirements of the Bid Documents.
- 31.2. A responsive Bid is one which conforms to all the terms & conditions and specifications of the Bid Documents without any material deviation or reservation. A material deviation or reservation is one which affects in any way the scope, quality, performance or administration of the contract by the Bidder, or which limits in any way, inconsistent with the Bid Documents, the Purchaser rights or the Bidder's obligations under the contract, and the rectification of which would affect unfairly the competitive position of other Bidders presenting responsive Bids at reasonable prices.
- 31.3. If a Bid is not responsive to the requirements of the Bid Documents it will be liable to be rejected by the Purchaser.

32. EVALUATION AND COMPARISON OF BIDS

- 32.1. The Purchaser will evaluate and compare only those Bids determined to be responsive to the requirements of the Bid Document.
- 32.2. The Bidders are required to provide all details, as these are required for evaluation purpose & also for quality assurance during maintenance. Bids received without full & complete detail are liable to be rejected. The Purchaser will examine the Techno-Commercial Bid to determine whether they are complete, whether the requisite Bid Guarantee has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 32.3. The Purchaser shall go through and evaluate the Techno-Commercial Bids(Bid 1) and inform accordingly only those Bidders whose bids shall be found responsive to the requirements of the Bid Document. Price Bids of only such Bidders will be opened in the presence of their representatives (if they wish to be present) at the time & date to be notified later to individual Bidder and to be uploaded on the e-procurement portal.
- 32.4. The statutory levies i.e. GST or any other tax will also be taken as on the date of opening of Price Bid.
- 32.5. The Purchaser shall evaluate and compare the Price Bids of only those Bidders who have offered the prices complete in all respect as per the RFP document. The Purchaser will arrive at the all-inclusive total price of a bid after adding following factors:
- i. Total all-inclusive price of maintenance of the Buses, for the complete contract up to 7,50,000 Kms from the date put on road.
 - ii. Any other charges quoted by the Bidder and acceptable to the Purchaser as per RFP document.
- 32.6. Bid deviations and other factors, which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in Bid evaluation.

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F. AWARD OF CONTRACT

33. AWARD CRITERIA OF AMC CONTRACT

- (i) The Purchaser will consider the Bidder whose Bid has been determined to be responsive, complete and in accordance with the Bid Documents and whose offer on evaluation has been determined to be the **LOWEST (L-1)** acceptable offer for award of contract.
- (ii) Further subject to the condition that successful L-1 bidder in tender for supply of buses needs to match/accept the agreed L-1 rates of AMC discovered in the tender of AMC. Further L-2 bidder or other bidder, who matches the rate of successful L-1 bidder for supply of 30% buses of the tendered quantity, shall also match/accept the agreed L-1 rates of AMC discovered in the tender of AMC.
- (iii) Purchaser's decision in this regard shall be final.

34. PURCHASER RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any Bid and to annul the Bid Process and reject all Bids without assigning any reason.

35. NOTIFICATION OF AWARD

- 35.1. Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder through email to be confirmed in writing by Registered/ Speed Post that his Bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall mention the Rate per Kilometer for Comprehensive Annual Maintenance Contract conforming to Bharat Stage-VI (Euro-VI), which the Purchaser will pay to the Contractor in consideration of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC.
- 35.2. The Letter of Acceptance (LOA) dispatched through 'Speed Post/ Registered Post/e-mail/ by hand shall constitute the formation of the Contract.

36. SIGNING AND ACCEPTANCE OF LETTER OF ACCEPTANCE

- 36.1. Upon receipt of the 'Letter of Acceptance', the successful Bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorized signatory within 3 Days from the date of receipt of Letter of Acceptance. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Purchaser.
- 36.2. Upon return of 'Letter of Acceptance' from the successful Bidder, Contract in accordance with the form of agreement prescribed with the RFP Document, would be signed by both the parties. The successful Bidder shall get the correct amount of Stamp Duty adjudicated, at Delhi in accordance with the applicable law, and submit the same in two copies duly stamped and executed within 10 days from the date of dispatch of 'Letter of Acceptance'. Purchaser will return one copy duly signed and sealed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

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- 36.3. At the time of signing the Contract, the successful Bidder shall be required to give an undertaking in the form of AFFIDAVIT on Non-judicial Stamp Paper of appropriate value NOTORISED in conformity with the requirement of Clause- 36.3 & 41 of ITB in the format (Annexure-'5' of Section XI), to the affect that they have not given any commission to any official of DTC/ Delhi Government or any other agencies engaged with the Comprehensive Annual Maintenance Contract process or indulged in any other corrupt or fraudulent practice in securing the Contract.

37. 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)**

38. ADDRESSES FOR CORRESPONDENCE

Relevant addresses for various purposes regarding the Bid are given in the 'Bid Document'.

G. MISCELLANEOUS

39. GENERAL CLIMATIC CONDITIONS OF THE DELHI/ NEW DELHI (INDIA)

- 39.1 The work site area is mostly plain terrain and lies in latitudes between 28° x 23' and 28° x 53' North and longitudes 76° x 50' and 77° x 21' East. Bulk quantity of buses will be operated in Delhi. However, some buses will be operated in NCR also.
- 39.2 The temperature during the year in Delhi varies from approximately 0°C to 50.0°C.
- 39.3 Summer season is from April to June and winter season is from November to March, in summer months dust storms are also frequent.
- 39.4 Average annual rainfall in the area is of the order of 660 mm, major portion of which is concentrated in the months of July, August and September.
- 39.5 The road conditions in Delhi are generally plain but also having flyovers, underpass and speed breakers. During heavy rainfall, there is possibility of water logging in certain areas and potholes may also impact the road surface.

40. SEISMIC ZONE

Delhi falls under Seismic Zone IV; Earthquake of maximum magnitude of 7 on Richter's scale has been experienced in the past in the region.

41. CORRUPT PRACTICES

- 41.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, following definitions are relevant:

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- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - b. "Fraudulent Practices" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- 41.2 If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contract, the Purchaser reserves the right:
- (a) not to award Contract to such Bidder,
 - (b) to cancel the Contract, if already awarded. In case of cancellation, the Purchaser shall be entitled to recover from the Bidder/ Contractor the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. The Purchaser shall also have the right to forfeit the Performance Bank Guarantee of such Bidder, and
 - (c) to ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.
- 41.3 The Bidder is required to sign the Integrity Pact as per format in **Annexure-19**.

42. CHECK LIST

An indicative Check List has been included at **Annexure 21** of this RFP Document. This has been designed to help the Bidders in submitting the bids complete in all respect. An incomplete Bid is liable to be rejected. The Bidders must fill this Check List and submit along with their bid in their own interest. Any other documents required as per any other clause of the Tender Documents have to be submitted along with the Bid even if not indicated in the aforesaid Check List.

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SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERPRETATIONS

In the contract, unless the context otherwise requires:

- 1.1. Words in the singular include the plural and vice-versa.
- 1.2. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.3. The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
- 1.4. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 1.5. Wherever Date & Period are specified in the RFP Document for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the Purchaser, even if mentioned otherwise anywhere else.

2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

- 2.1. The parties to the contract are the Contractor and the Purchaser, as defined in Section IV of RFP Document.
- 2.2. A person signing the bid or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor to fulfill his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the buses at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase.
- 2.3. Any approval that may be given by the Purchaser or Inspecting Officer on behalf of Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval, the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications, terms & conditions.
- 2.4. In case of any inter-se conflict between any provisions/ stipulations in the Bid Document or in the Contract Document, the decision of the Purchaser for interpretation/ application would be final and binding on the Contractor.
- 2.5. The Contractor shall be absolutely liable for the Comprehensive Maintenance of the buses as per the Terms & Conditions and technical specifications of the vehicle manufacturer. It shall not be open to the Contractor to contend at a later stage that a particular change/ deviation in the Terms & Conditions is not compatible with the maintenance of the bus or

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affects performance. Any losses, whatsoever, which are occasioned on account of the maintenance / technical failure of the bus, shall be borne by the Contractor.

3. CONTRACT

- 3.1. The contract shall be 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 of the description, technical specifications and in the quantities set forth in the contract on the date or dates specified therein. The Buses shall be maintained of the best quality and workmanship to the satisfaction of the Inspecting officer and Purchaser.
- 3.2. 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.
- 3.3. The whole contract is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser, who both personally and by its any person acting through or under Purchaser, shall have full power, at every stage of progress, to inspect the Buses with respect to maintenance at such times as he may deem fit and to reject any of the maintenance activity in the Bus/ item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications/work shall be final and conclusive.
- 3.4. After the award of the Contract, the Purchaser reserves its right to not to respond to any query/ clarifications sought by the Contractor in respect of the Contract or not to provide clarifications, if the Purchaser in its sole discretion considers that no reply is necessary.

4. PERFORMANCE SECURITY

- 4.1 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 Purchaser, 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 rates of the contract in Indian Rupees. The Bank Guarantee/ Fixed Deposit Receipt should be from any Scheduled Commercial Bank (licensed by RBI) 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. *(Annual Contract value = Highest slab rate of AMC X 70000 kms X Number of allotted buses)
- 4.2 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:
 - (a) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government or,

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(c) to forfeit the EMD and cancel the contract or any part thereof and to get it maintained or authorize the maintenance of the buses at the risk and cost of the Contractor and in that event the provisions of sub-clause 8.2 of GCC shall apply as far as applicable.

- 4.3. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in any manner whatsoever of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser. The Purchaser shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Purchaser may suffer or be put to by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Purchaser
- 4.4. The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract i.e. Comprehensive Maintenance for the buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC till their operation of 7,50,000 kilometers. The Bank Guarantee shall be valid for at least six months beyond completion of contract period of 12 years from the date of delivery of last bus. 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.
- 4.5. As and when, an amendment is issued to the contract, having an impact on amount and validity of Performance Security, the Contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Bank Guarantee rendering the same valid for the contract as amended.
- 4.6. The Bank Guarantee and/ or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.
- 4.7. Fresh Performance Security in the event of the encashment of the Performance Security by Purchaser pursuant to an Encashment Notice issued, the Contractor shall within 30 (thirty) days of the Encashment Notice furnish to Purchaser Fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security

5. ALLOTMENT SCHEDULE

The allotment of Buses to the Contractor shall be deemed to take place as per the delivery of the buses lot-wise in actual by the vehicle manufacturer under RFP DCGM/SBU/937/2020/AC and allotted to the Depot after registration for operation. The Contractor shall be intimated about details of the Depots where these Low Floor Buses are to be maintained.

6. CONTRACTOR'S OBLIGATIONS

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- 6.1 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.
- 6.2** The Contractor shall allow reasonable facilities and free access to the maintenance works and records to the Depot Authority/the Inspecting Officer or such other Officer as may be nominated & deputed by the Purchaser for the purpose of ascertaining the maintenance works under the contract.
- 6.3** In case of a failure for non-compliance of the contractual conditions by the Contractor in the performance of his obligations for maintenance/repair of buses, the Purchaser at his discretion may take the following actions:
- i.) Imposition of pre-estimated damages towards failure to make available 92%/ 90% buses for operation as per 7.1 of GCC.
 - ii.) Forfeit the Performance Guarantee; and/ or
 - iii.) Effect the maintenance/repair at the Bidder's risk and cost for entering into fresh contract as per clause 8.2 hereinafter; and/ or.
 - iv.) Terminate the contract for non-compliance of the contract.
- 6.4** The Contractor shall notify the Purchaser, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the Contractor from any liabilities or obligations under the contract.
- 6.5** The Contractor is expected to maintain all the assemblies/subassemblies/items/parts etc. for proper functioning of the Bus in accordance with the technical specifications of the present model and recommendations of the VM/OEMs with respect to preventive maintenance services and dockings including for consumables.
- 7. PRE ESTIMATED DAMAGES**
- 7.1** 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.
- 7.2** 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 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.
- 7.3** 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.
- 7.4** In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses on six monthly basis. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody, this period shall

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be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the Contractor.

- 7.5 Further, the Contractor will not be liable for any pre-estimated damages in accordance with Clause 7.1 in such cases, inter alia, for non-availability of buses due to bus made available but not out-shedded as per requirement of the Purchaser or due to non-availability of drivers/conductors/ late outshedding due to late reporting of drivers/conductors of the Purchaser or for any other reason for which the Contractor is not liable/responsible.
- 7.6 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.
- 7.7 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.

8. TERMINATION FOR DEFAULT

- 8.1 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:
 - 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.
- 8.2 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 upto 7,50,000 KMS.

9 FORCE MAJEURE

- 9.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- 9.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.
- 9.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc or any price

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escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the Contractor for not performing his obligations under this clause/ contract.

- 9.4 Any waiver/ extension of time in respect of the delivery of any installment 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.
- 9.5 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.
- 9.6 Notwithstanding the provision of clauses 6, 7 and 8 the Contractor shall not be liable for forfeiture of his performance security, pre-estimated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

10. INDEMNITY

The Contractor should indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of Purchaser and any loss or damage to property of Purchaser sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

11. SAFETY MEASURES

- 11.1 The Contractor should take all precautionary measures in order to ensure the protection of his own personnel/ any other personnel moving about or working on the premises of the Purchaser i.e. Delhi Transport Corporation. The Contractor shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.
- 11.2 The Contractor should abide by and conform to all the rules and regulations of Purchaser in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises of Purchaser. The Contractor shall, after prior consultation with the Purchaser, implement all alterations to the Bus Maintenance Services which are required by any Applicable Laws which comes into force after the Effective Date relating to safety. The Contractor shall comply and his Sub-Contractors shall comply with the requirements of all relevant Government Authorities.
- 11.3 The Contractor shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Purchaser all safety requirements related to the Bus maintenance in accordance with all Applicable Laws.
- 11.4 The Contractor should ensure that while working in the premises of Purchaser, unauthorized, careless or inadvertent operation of installed equipment/ buses which may result in accident to staff and/ or damage to equipment/ buses, does not occur.
- 11.5 Without prejudice to the Contractor's obligation to ensure the safety of the Bus Service, the Contractor shall:
 - a. comply with Applicable Laws.

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- b. provide all appropriate measures in the providing Bus Maintenance Services and maintenance of the Project Facilities to ensure, so far as reasonably practicable, the safety of all passengers, contractors, staff and the general public;
 - c. consult with Purchaser and adopt the requirements of the emergency services;
 - d. have due regard for the safety of third parties, in particular pedestrians and other road users, in maintenance of Project Facilities.
- 11.6 The Contractor shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the Purchaser and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Project, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.
- 11.7 **Response to Emergencies:**
- i. The Contractor shall react safely and quickly to emergencies in all aspects of the Project.
 - ii. The Contractor shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.
 - iii. The Contractor shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots ("Emergency Management Plan").
 - iv. In developing the Emergency Management Plan, the Contractor shall consult with all relevant Government Instrumentalities, emergency services and local authorities.
 - v. All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
 - vi. The Contractor shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver the required instructions to the staff.
- 11.8 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.

12. OPTION CLAUSE

- 12.1 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.
- 12.2 The increase of quantity shall be incorporated through an amendment. The Contractor will have to deposit performance security of additional amount separately within 21 days from the date of amendment of increased quantity in the same manner & method prescribed in clause 4 of GCC.

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13. CORRUPT PRACTICES

- 13.1 The Bidder/ Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or for showing any favor or forbearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the Bidder/ Contractor, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants, shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Bidder/ Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 9 as applicable.
- 13.2 Any dispute or difference in respect of either the interpretation, effect or application of the above sub-clause or of the amount recoverable there under by the Purchaser from the Bidder/ Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Bidder/ Contractor.
- 13.3 The Bidder is required to comply with terms of Integrity Pact as per format in Annexure-19.

14. INSOLVENCY AND BREACH OF CONTRACT

- 14.1 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: -
- a. if the Bidder/ Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
 - b. if the Bidder/ Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
 - 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.

15. LAWS GOVERNING THE CONTRACT

- 15.1 This contract shall be governed and interpreted in accordance with the laws of India.

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- 15.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made in Delhi (India) from where the 'Letter of Acceptance' of the bid has been issued and where the contract is to be performed by supply and commissioning of the buses.
- 15.3 JURISDICTION OF COURTS: The Courts of Delhi (India), the place from where the 'Letter of Acceptance' of the bid has been issued (Delhi) and where the contract is to be performed by supply and commissioning of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

16. SETTLEMENT OF DISPUTE AND ARBITRATION

16.1 Amicable Resolution

- (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require the Dispute to be referred to Managing Director, DTC for amicable settlement. Upon such reference, both the Parties and the Chairman-cum-Managing Director, DTC or his nominee (who can be an employee of DTC dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given in clause-16.2 below.

16.2 ARBITRATION

- (a) **Arbitrators**
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.
- (b) **Place of Arbitration**
The place of arbitration shall be New Delhi, India.
- (c) **Language**

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The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

(g) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

17. SECRECY

- 17.1 Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 17.2 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to get them maintained or authorize for the maintenance of the buses at the risk and cost of the Contractor in accordance with Clause- 6 and 8 thereof as applicable.

18. CONTRACTOR's RESPONSIBILITY

- 18.1 The Contractor shall be entirely responsible for the execution of the contract strictly in accordance with the Technical Specification, General Terms & Conditions of Contract, Instruction to the Bidders and other conditions of contract.

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- 18.2 Any approval that may be given by the Purchaser or Inspecting Officer or any agency on behalf of the Purchaser (Delhi Transport Corporation) shall only be deemed to be the approval in principle. Notwithstanding such approval, the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and Terms & conditions.
- 18.3 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.
- 18.4 The Contractor shall ensure for 'No CNG Leakage' in the Bus System while offering of buses for roadworthiness in addition to meeting other requirements as specified in the contract.

19. WARRANTY PERIOD

The Contractor, if being authorized network of VM, will be responsible for getting any claim under warranty period directly from the VM and to get any design modification required to be made in any assemblies/ sub-assemblies such as CNG engine, Automatic transmission, high pressure regulator, catalytic converter, self-starter & alternator, air suspension, front axle, rear axle, steering, electronic destination boards of the buses, pneumatically operated doors, ITS enabled bus with inbuilt GPS System, Heating Ventilation and Air Conditioning (HVAC) System etc. the period of 2,10,000 Kms. or three years of operation whichever is earlier. For any such design modification, the warranty period would commence from the date when the design modification in the aforesaid assemblies/ sub-assemblies/ equipment etc. is re-commissioned in service.

20. PAYMENT TERMS

- 20.1 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 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:
- Staff strength with detail of name, designation, ESIC no., Provident Fund no. etc.
 - Detail for the ESIC contribution deposited of the Staff.
 - Detail for the Provident Fund deposited of the Staff.
 - Other document as required by the Purchaser.
- 20.2** The Contractor shall not claim any interest on any overdue/ or unadjudicated payments under the contract.
- 20.3** Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.

21. AMENDMENTS

The Purchaser, without prejudice, can make amendments, and/ or modifications in the

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Contract in writing subject to prior discussions and consent of the contractor for proposed amendments in the contract.

22. SAILIENT TERMS & CONDITIONS OF COMPREHENSIVE AMC

- 22.1 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 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.
- 22.2 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.
- 22.3 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.
- 22.4 The Contractor shall be required to engage adequate skilled and trained technical & other manpower for proper maintenance & presentability of buses during the AMC Period.
- 22.5 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 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

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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 Outshedding shall be provided by the Contractor as per **Annexure-8**.

- 22.6 In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses on six monthly basis. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody, this period shall be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the Contractor.

Further, the Contractor will not be liable for any pre-estimated damages in accordance with Clause 22.10 in such cases, inter alia, for non-availability of buses due to bus made available but not out-shedded as per requirement of the Purchaser or due to non-availability of drivers/conductors/ late outshedding due to late reporting of drivers/ conductors of the Purchaser or for any other reason for which the Contractor is not liable/ responsible.

- 22.7 Each bus shall be under warranty for a period of three years or 2,10,000 Kilometers operation whichever is earlier. While quoting AMC charges, the Contractor is required to exclude the cost towards servicing/ spares parts/ consumables/ labour etc. included under Warranty period.
- 22.8 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.
- 22.9 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 pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner.

- 22.10 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

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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.

- 22.11 Minimum reasonable & justifiable Annual Maintenance Contract Charges in Rupees per kilometer basis shall be quoted for the following phases of life span/ year-wise slabs of the bus for Comprehensive Annual Maintenance Contract inclusive of spares/ consumables/ servicing/ maintenance, labour etc:

S.No.	Year of Operation	Period (Kms.)	Total Kms
1.	1 st year(excluding items covered in Warranty)	0-70,000	70,000
2.	2 nd year(excluding items covered in Warranty)	70,001 – 1,40,000	70,000
3.	3 rd year(excluding items covered in Warranty)	1,40,001 to 2,10,000	70,000
4.	4 th year	2,10,001 to 2,70,000	60,000
5.	5 th year	2,70,001 to 3,30,000	60,000
6.	6 th year	3,30,001 to 3,90,000	60,000
7.	7 th year	3,90,001 to 4,50,000	60,000
8.	8 th 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

- 22.12 All supplies of spares for above AMC will be arranged by Contractor by using his own resources including imports. All spares supplied will be of manufacturer's brands or brands as indicated by the Contractor in the bid and/ or in the Contract. The alternate brand meeting the contract specifications may be allowed with prior intimation to the Purchaser subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.
- 22.13 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.
- 22.14 The Contractor will be responsible to make his own arrangement for Plant & Machinery, Tools, Jigs & Fixtures, Washing Plant required for proper maintenance of buses.
- 22.15 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 Low Floor Bus maintenance facilities are not there, for next four months due to any

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delay in creation of facilities of Service Pits & 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.

- 22.16 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 as Annexure-10.
- 22.17 The Purchaser will allow the Contractor to use available workshop facilities of the concerned depots only for the purpose of maintenance/ repair work of the Purchaser's buses. The Contractor shall ensure the use of these workshop facilities properly and maintenance/ repair of the same will be the responsibility of the Contractor.
- 22.18 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.
- 22.19 The Contractor will be responsible for overall housekeeping of the workshop area which includes cleaning, drainage, clearing garbage disposal etc. to keep the workshop area in tidy and hygienic condition. The overall housekeeping of depot (Yard cleaning, drainage cleaning, garbage disposal etc.) shall be ensured by DTC.
- 22.20 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.
- 22.21 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 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. The pre-estimated damages towards failure to make available 92%/ 90% buses for operation shall be recoverable on six monthly basis as per Terms and Conditions of the Contract. The pre-estimated damages will be calculated as per Annexure-11. The six-month period could be from January to June and July to December or April to September and October to March depending on the starting date of operation of the Depot. Initially first period for calculation of pre-estimated damages shall not be less than three months or more than nine months.
- 22.22 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 parts/items claimed in the repair estimate against serviceable parts/items) in order to

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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.

22.23 In case of Accidental Bus Repairs, the Purchaser and the Contractor shall be required to jointly prepare and sign Accident Intimation Report (AIR) as per Proformas 1, 2 & 3 enclosed as Annexure 13, 14& 15 based on the cost of repairs i.e. Proforma-1 upto 75,000/-, Proforma-2 upto 5,00,000/- & Proforma-3 above 5,00,000/- respectively.

22.24 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 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.

22.25 DTC shall give the approval to cost estimate within the period as mentioned below:

S. No.	Cost Estimate	Time for submitting Cost Estimate by Contractor	Approval for AIR BY DTC
1.	Repairs upto 75,000/-	01 day from the date of AIR	02 days from the cost of estimate
2.	Repairs upto 75,000/- to 5,00,000/-	03 day from the date of AIR	7 days from the cost of estimate
3.	Repairs above 5,00,000/-	07 day from the date of AIR	30 days from the cost of estimate

In case, there is an inordinate delay beyond 30 days in approval by DTC, the contractor shall not be responsible to carry out the repair. However, if DTC raises a fresh request for repair, the contractor shall undertake a fresh inspection and submit a revised cost estimate which will be valid only for another 30 days. The contractor shall not be responsible for any loss to DTC occasioned by the delay in giving the approval.

22.26 In case Contractor does not perform the AMC Contract satisfactorily, Purchaser may terminate the Contract and forfeit the performance guarantee.

22.27 The Contractor shall be responsible for taking Motor Vehicle Inspection (MVI)/ Fitness

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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.

- 22.28 The Contractor shall be responsible to comply with all the laws as applicable in respect of AMC services from time to time during the period of Annual Maintenance Contract such as Employees State Insurance/ Labour/ Provident Fund and/ or any other statutory requirements applicable for the Contractor's personnel. The Purchaser can ask the Contractor to submit proof of making statutory payments as per the aforesaid laws. Failure on the part of Contractor to furnish the same may result in making deductions as necessary from the pending payments towards meeting the cost of outstanding statutory payments. Further, the Contractor will keep the Purchaser indemnified against the payment of any statutory dues which are the sole responsibility of the Contractor.
- 22.29 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 kilometers covered by the buses shall be decided on the basis of actual Kilometers 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.
- 22.30 SUBCONTRACTING OF THE AMC SHALL NOT BE PERMISSIBLE. This means that the Contractor shall not sub-let the Contract to any other firm/ entity. However, execution of Contract through its authorized network/ service providers will be permitted subject to the conditions that the Contractor shall be solely and fully responsible for the AMC of the buses during the Contract period.
- 22.31 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.
- 22.32 All the unserviceable/ defective parts/ items/ used lubricants etc. replaced by the Contractor from the Buses shall be the property of the Contractor.
- 22.33 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.

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- 22.34 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.
- 22.35 While the AMC requirement in the above clauses has been stated for the morning and evening shift of the buses, the requirement will also be mutatis mutandis be applicable for night shift with the provision that only up to 20% availability of buses will be asked for by the Purchaser for the night shift. Further the buses for the night shift would be made available by the Contractor latest by 11.00 PM. Subject to the above, the precise number of buses required by the Purchaser for the night shift would be informed in advance to the Contractor. In addition, the Contractor shall ensure the availability of 100% of the buses on best efforts basis, in the morning shift on certain days, as may be specified by DTC, which may include festivals, weekly/ monthly productivity days, non-availability of other public transport modes in city, etc. However, the pre-estimated damages will not be applicable for any shortfall in 100% availability of buses except in cases where the availability is less than 92%/ 90% as applicable in accordance with Clause 22.10.
- 22.36 The Contractor will be responsible for meeting the cost and consequences, whether civil or/ and criminal, of any Challan/ fine/ prosecution etc. owing to any act or negligence on the part of the Contractor under the Contract.
- 22.37 Adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the Contractor under the Contract. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be a defense on the part of the Contractor for not fulfilling his Contractual obligations as per the Contract.
- 22.38 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.
- 22.39 The Purchaser reserves his right to install value added services such as phone/ entertainment and information equipment etc. and other gadgets/ equipment such as Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The Contractor will not claim any share in the revenue, which may accrue to the DTC due to the aforementioned services/ equipments/ gadgets. The Contractor will also not increase or hike the AMC charges under the contract because of the above. Nor should the quality/parameters of the AMC services provided by the Contractor get impaired due to such installations/ equipments. The DTC may have a separate maintenance contract for these additional equipments/ installations and the Contractor will have no objection for the same and the said third party contractor alone shall be responsible for maintenance thereof and Contractor shall not be held responsible for any loss or damage to the said value added service. However, if it is proved jointly that there is any loss / damage to the value added service during the maintenance activities, the same will be borne by Contractor.
- 22.40 The technical specifications and other parameters of performance of the Bus as provided

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in the Contract of the make of buses to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC will be maintained/ complied by the Contractor during the entire AMC period of 7,50,000 Kms operation tentatively in 12 years.

- 22.41 The Purchaser will carry out inspection & maintain bus-wise record of maintenance & repair work done by the Contractor, as per the standard/ norms of Vehicle and the Contractor shall be required to co-operate in providing all the details pertaining to spare parts consumed in repairs & preventive maintenance and any maintenance activities carried out etc. The Contractor shall also be required to provide details about the technical manpower and miscellaneous manpower deployed for maintenance of buses to the Purchaser.
- 22.42 The depot authorities may inspect the buses of the depot at any time along with the representative of the Contractor jointly for condition of bus body, assemblies/ sub-assemblies, systems/ sub-systems, spares and other accessories. If any of these are found damaged/ tampered/ lost/ missing/ theft, the concerned staff of the Purchaser's Depot/ Contractor shall be responsible for the said loss and the amount of loss will be recovered from the defaulter.
- 22.43 The buses in the Purchaser's depot will be driven/ handled only by the authorized personnel of the Contractor who have valid heavy Driving License/ Public Service Vehicle (PSV) badge, as per law. These buses will be driven by his authorized personnel only for the purpose of repair/ maintenance work within the depot premises.
- 22.44 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.
- 22.45 The Purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well as inter-unit transfer buses as and when required. However the Contractor shall be required to make 92%/ 90% availability of buses to the purchaser. However, the purchaser may utilize these buses as per the requirements.
- 22.46 Prescribed Speed Control limits of buses will have to be limited through engine management software& checked from time to time by the Contractor.
- 22.47 The Contractor shall fulfill all the provision of rules and regulation of the prevailing laws like Labour Laws, Industrial Dispute Act, Workman Compensation Act, Factory Act, Motor Vehicle Act etc. Any dispute arising out of the prevailing laws, the Contractor shall be liable and responsible for the same.
- 22.48 The Contractor shall obtain the necessary license/ permit(s) under the prevailing law and also fulfill the provision of the Labor Laws and Industrial Dispute Act for which any issue arising out of these provisions of law, the Purchaser will not be liable and responsible for the same.
- 22.49 The Contractor will be responsible for payment of all statutory levies including ESI Contribution, PF etc. in respect of the staff engaged/ deployed by him for maintenance of the buses in the Purchaser's premises.
- 22.50 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.
- 22.51 The Contractor shall not indulge in cannibalization of held up/ breakdown/ accidental

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buses during AMC Period and shall be solely held responsible for the same.

- 22.52 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.
- 22.53 The Contractor shall maintain up-to-date record in respect of skilled and trained technical and other manpower employed and bus-wise spare parts/ assemblies/ sub-assemblies, systems/ sub-systems used and maintenance schedules in respect of preventive maintenance/ repairs of buses. The Contractor shall be required to produce the same for inspection as and when asked by the Purchaser.
- 22.54 The Contractor/ the authorized persons of the Contractor shall not allow any sub contract of cleaning, washing, repair, etc. to any DTC employee/ officers or the family members of the DTC officials.

23 PURCHASER ADDRESS

- 23.1 The list of addresses to which correspondence/ notices and documents relating to the Contract should be sent is as under:
- (a) For all Policy, Contractual and Commercial matters:
- i) Prior to the award of the Contract: Managing Director, Delhi Transport Corporation, IP Estate, New Delhi -110 002. (Fax No. 011-23370877), Email address: cmd@dtc.nic.in.
 - ii) After the award of the Contract: Dy. Chief General Manager (SBU), DTC Hauz Khas Bus Terminal, Delhi Transport Corporation, New Delhi 110 016, INDIA, Email address: dcgmsbu@dtc.nic.in

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SECTION VII: SCHEDULE OF REQUIREMENTS (SOR)

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SECTION VII: SCHEDULE OF REQUIREMENTS (SOR)

BID No.DCGM/SBU/937-AMC/2020/AC to be opened on ----- at 15.30 hours (IST)

Item No.	Description of Work		Tendere d Quantity (Nos.)	Deliver y Period	Bid Security
1	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (INCLUDING ACCIDENTAL REPAIRS)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	Upto 7,50,000 KMs tentatively to be completed in 12 years	1000	As per Actual delivery of the buses under RFP DCGM/SBU/937/2020/AC	Indian Rupees (INR) 22 Million

NOTES:

1. THE BID SHALL BE UPLOADED AND SUBMITTED IN TWO BIDS SYSTEM [TECHNO-COMMERCIAL BID (BID 1) AND PRICE BID (BID 2) SEPARATELY] ON THE E-PROCUREMENT PORTAL OF GOVERNMENT OF NCT OF DELHI ([HTTPS://GOVTPROCUREMENT.DELHI.GOV.IN](https://govtprocurement.delhi.gov.in)) UP TO THE TIME AND DATE MENTIONED IN BID INVITATION NOTICE.
2. ATTENTION OF THE BIDDERS IS INVITED TO THE “CLAUSE-17 OF “INSTRUCTIONS TO BIDDERS” REGARDING EARNEST MONEY DEPOSIT/ BID SECURITY. ANY BID NOT ACCOMPANIED WITH EARNEST MONEY DEPOSIT IN ONE OF THE APPROVED MODES SHALL BE SUMMARILY REJECTED.
3. BIDDERS SHALL QUOTE THE PRICE AS PER THE FORMAT AS GIVEN AT ANNEXURE A OF SECTION-X OF RFP DOCUMENT FOR THE COMPREHENSIVE ANNUAL MAINTENANCE SERVICES FOR THE MAKE TO BE SUPPLIED BY THE BIDDERS AGAINST RFP NUMBER: DCGM/SBU/937/2020/AC CONFORMING TO BS-VI (EURO-VI) NORMS.
4. THE BIDDERS SHALL QUOTE ON THE BASIS OF “INSTRUCTIONS TO BIDDERS”, “GENERAL CONDITIONS OF CONTRACT”, “SCHEDULE OF REQUIREMENTS” AND “TECHNICAL SPECIFICATIONS” GIVEN IN THE RFP DOCUMENT. NO DEVIATION STATEMENT IN THE COMMERCIAL TERMS IS REQUIRED TO BE SUBMITTED AS PER **ANNEXURE-1**.
5. IN CASE, THE LAST DATE OF BID SUBMISSION/ OPENING FALLS ON A GAZETTED HOLIDAY OR THE SAID DATE IS SUBSEQUENTLY DECLARED A HOLIDAY AFTER THE DATE OF PUBLICATION OF RFP/ TENDER DOCUMENT, THE LAST DATE FOR SUBMISSION/ OPENING OF THE BIDS SHALL BE THE NEXT WORKING DAY AT THE APPOINTED TIME.
6. BIDS FROM TRADERS, AGENTS, BROKERS AND MIDDLEMEN WILL NOT BE ACCEPTED. BIDS FROM AGENTS, BROKERS AND MIDDLEMEN SHALL BE

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SUMMARILY REJECTED.

7. FOR THE BIDDERS' GUIDANCE IN SUBMITTING COMPLETE BID, A **CHECK LIST [ANNEXURE 23]** HAS BEEN ENCLOSED WITH RFP DOCUMENT, WHICH MUST BE FILLED IN AND FURNISHED WITH THE BID.
8. ALL PAGES OF THE BID SHALL BE SERIALLY NUMBERED AND BID SHALL COMPRISE OF INDEX MENTIONING THE DETAILS OF ALL THE APPENDICES AND ANNEXURES AND OTHER DOCUMENTS SUBMITTED BY THE BIDDER.
9. BIDS SENT THROUGH FAX AND/ OR OTHERWISE INCOMPLETE BIDS SHALL BE SUMMARILY IGNORED.
9. THE PURCHASER RESERVES THE RIGHT TO INCREASE THE NUMBER OF BUSES FOR MAINTENANCE BY 25% (TWENTY-FIVE PERCENT) OF THE INITIALLY CONTRACTED NUMBERS OF BUSES I.E. THE NUMBER OF BUSES ORDERED IN THE LOA AT ANY TIME TILL THE COMPLETION OF DELIVERY OF THE ENTIRE ORDERED NUMBER OF BUSES UNDER RFP DCGM/SBU/937/2020/AC WITHOUT ANY CHANGE IN THE UNIT PRICE OR OTHER TERMS & CONDITIONS AS STIPULATED IN CLAUSE-12 OF GCC.
10. 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.

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**SECTION VIII:
TECHNICAL SPECIFICATIONS FOR MAINTENANCE OF FULLY BUILT
AC CNG PROPELLED LOW FLOOR BUSES OF THE MAKE TO BE
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SECTION VIII: TECHNICAL SPECIFICATIONS FOR 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

1. SCOPE

1.1. The specification covers for maintenance of Fully Built AC Compressed Natural Gas (CNG) Propelled Bus of Low Floor Height OF THE MAKE TO BE SUPPLIED BY THE BIDDERS against RFP number: DCGM/SBU/937/2020/AC for operation on Delhi roads. The bus has been designed as energy efficient, environmentally friendly, safe and secured for transportation of passengers besides the following main attributes amongst others:

- i) Passenger comfort
- ii) Ergonomically designed driver's work area
- iii) Ease of repair and maintenance
- iv) Aesthetically designed interiors and exteriors
- v) Ease of boarding and alighting for all passengers
- vi) Ease of accessibility to persons with disabilities
- vii) Safety, reliability & durability
- viii) Fuel Efficient

1.2. The Bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These shall include, but not be limited to, the Disability Act 1995 as well as state and local accessibility, safety and security requirements.

1.3. The word "Bus" wherever it has been used in the specification (Section VIII) means the "Compressed Natural Gas (CNG) Bus" manufactured and supplied to the Purchaser in accordance to the technical clauses as per the section VIII of the RFP document no. DCGM/SBU/937/2020/AC. The bus shall be maintained to meet all applicable Central Motor Vehicles Rules (CMVR) of India, AIS:052: 'Code of Practice for Bus Body Design and Approval' & amended time to time, statutory Norms for Safety & Emission and other applicable norms.

2. GENERAL MAINTENANCE FEATURES

2.1. The material to be used in the maintenance of buses shall be as per the technical specification of the all different aggregates/assemblies/ subassemblies/parts/items/spares etc. used for manufacturing of these buses by the respective Vehicle Manufacturers. The different preventive maintenance, servicing & Dockings shall be followed as per the recommendations of respective VMs & OEMs inclusive for consumables like filter, lubricants, coolant etc. The technical service manuals of VMs shall be followed. The buses shall also to be maintained in accordance to the technical clauses as per the section VIII of the RFP document no. DCGM/SBU/937/2020/AC available on DTC Website (<http://www.dtc.nic.in>) which have been followed for manufacturing of these buses. Wherever the specifications of any item have not been specified the same shall be followed in the order of Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications/ Association of State Road Transport Undertakings (ASRTU) specifications. Wherever Indian standards are not available, internationally acceptable standards may be referred/ followed. Specifications standards shall be conforming to the Specification Standards as amended up to date/ or latest.

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- 2.2. **FIRE SAFETY:** The bus shall be maintaining with all applicable fire safety regulations under CMVR/ Bus Code for safety of CNG buses including the maintenance of piping location and layout, location of rubber hose, location of exhaust, sealing from CNG gas entering passenger compartment in case of leakage, catalytic converter location, prescribed upholstery material, fire retardant cable, connectors etc. The maintenance shall also include the use of fire-retardant material, proper maintenance of CNG leakage detection system, fire detection system, fire mitigation/suppression system, escape of gases in case of any leakage, fire walls and facility for passenger evacuation [doors, windows and escape hatches] etc. as per statutory requirements besides Bus Code. The Flammability requirements shall comply with IS 15061 as specified in CMVR. The detail list of the items (if fitted in the supplied bus) has been annexed as Annexure-18 for which the Flammability test standard requirement has been specified.
- 2.3. **Speed Limiting Device:** Maximum speed of bus will be maintained at 40km/hr or as prescribed in the city of Delhi through engine management system during the Comprehensive Annual Maintenance contract by the Contractor. Any amendment thereto should only be possible by the contractor as per the statutory instructions of the Transport Department of Delhi. The contractor will have to give an undertaking that he shall not pass on the software instructions for amending the speed to anybody and shall keep it confidential.
- 2.4. The contractor shall ensure the availability of two multipurpose dry powder type (Stored pressure) as supplied in the bus, duly filled fire extinguishers with valid date while offering the roadworthy bus for operation.
- 2.5. Wherever dimensions are indicated the same shall be subject to standard tolerances as applicable.

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SECTION IX: TECHNO-COMMERCIAL EVALUATION PROFORMAS

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SECTION IX: PROFORMA-A

TECHNO COMMERCIAL EVALUATION

MAINTENANCE CAPABILITY AND QUALITY CONTROL

Sl. No.	Details	To be filled in by the Bidder	Documents to be Submitted by the Bidder.
1	Name of the Firm		
(a)	Vehicle Manufacturer (VM) / Authorised network of VM		
(b)	Name of VM for Authorised network		Authorization Certificate of VM
(c)	Address for Registered Office		
(d)	Telephone, mobile no.		
(e)	e-mail address		
(f)	Experience for maintenance of AC Low Floor CNG Buses (In Number of Years)		In case of Authorised network of VM Certificate issued by Vehicle Manufacturer.
(g)	Maintenance Experience for Total number of AC Low Floor CNG Buses		In case of Authorised network of VM Certificate issued by Vehicle Manufacturer.
(h)	Black listing by any Government department (Yes/No)		If no, Self-Undertaking on stamp paper of Rs. 100/- duly attested by notary for not being black listed by any Government department.
(l.)	In case of Authorised network of VM		
(i.)	Black listing by VM (Yes/No)		If no, Certificate from VM for not being black listed
(ii.)	Authorization by VM to participate in this Bid with the Assurance for supplies of genuine		If yes, Authorization by VM to participate in this Bid to ensure supplies of genuine VM/ OEM or their

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Sl. No.	Details	To be filled in by the Bidder			Documents to be Submitted by the Bidder.
	VM/ OEM or their recommended spare parts for maintenance of these Low Floor AC CNG buses. (Yes/No)				recommended spare parts for maintenance of these Low Floor AC CNG buses.
2	Factory/ Work place				Registration Certificate of the Factory/Work place and License.
(a)	Address				
(b)	Telephone, mobile no.				
(c)	e-mail address				
3	Status of the Firm				
(a)	Proprietary/ Partnership/ Company/ Corporation.				Proprietorship Certificate, Partnership Deed/ Company Certificate
4(a)	Name & Address of Proprietors / Partners/ Directors (Separate Sheet may be added, if required).				(Separate Sheet may be added, if required)
4(b)	Name of the person authorized to sign the Tender Document:				Certificate for authorized person.
5	*Annual Turnover and Income Tax paid for the last three years. (Rs. In Millions)	Year	Turnover	Income Tax Paid	Copy of the Balance Sheet
		2017-18			
		2018-19			
		2019-20			

***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 Bidder.**

- 6) Details of all types of complete buses including Low floor AC CNG Buses for the Comprehensive Annual Maintenance Contract made by the Bidder during at least preceding 2 years ending on 31st March'2020:

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S. No.	Contract placed by (full Address of Purchaser)	Contract No. & Date	Description and Quantity of Buses Maintained			Value and period of Contract	Has the Buses been satisfactorily maintained and giving trouble-free service? (attach a Certificate from Purchaser for maintaining buses)
			Present AC Low Floor CNG Buses	Other Buses	Total		
1	2	3	4	5	6	7	8
1.							
2.							

N.B.: Please note that misrepresentation of facts/ falsification of information on the part of the Bidder is liable to rejection of Tender and forfeiture of their Earnest Money Deposit by the Purchaser, besides any other action as deemed fit.

Name: _____

Address: _____

Telephone No: _____

e-mail address: _____

Signature with Date & Name of Authorized Person signing
(NAME OF THE FIRM & SEAL)

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List of Documents/ Items required along with Proforma-A for Techno Commercial Evaluation
(Documents shall be enclosed duly signed attested by the authorized person of the firm)

1. Registration Certificates of the Factory/ work place.
2. Proprietorship Certificate/ Partnership Deed/ Company Registration Certificate)
3. Copies of Balance Sheets for the last three years*.
4. Self-Undertaking for not being black listed by any Government department.
5. Certificate of Authorization for the Person to sign the RFP Document.
6. In case of VM, Required Experience certificate for maintenance of Low Floor CNG Buses.
7. Self-Certificate of VM for not being black listed.
8. In case Bidder being authorized network of VM, additional requirement of---
 - a.) Authorization certificate from Vehicle Manufacturer.
 - b.) Experience Certificates issued by Vehicle Manufacturer.
 - c.) Certificate from VM for not being black listed.
 - d.) Authorization by VM to participate in this Bid to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor AC buses.

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SECTION X: PRICE SCHEDULES

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SECTION X: PRICE SCHEDULES

ANNEXURE A

PRICE SCHEDULE FOR 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 BHARAT STAGE VI (EURO VI)

Refer Financial Proposal Format (*Part II of RFP Document*)

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SECTION XI: BID FORM, ANNEXURES AND OTHER FORMATS

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ANNEXURE 1: PROFORMA FOR DECLARATION OF “NO DEVIATIONS”

[TERMS & CONDITIONS STIPULATED IN INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS OF CONTRACT, SCHEDULE OF REQUIREMENTS&TECHNICAL SPECIFICATIONS (Section V, VI, VII &VIII)]

Reference: Bid No.DCGM/SBU/937-AMC/2020/AC

Date of Opening: -----

We undertake that there is no deviation from the terms and conditions stipulated in the in Instructions to Bidders, General Conditions of Contract, Schedule of Requirements &Technical Specifications (Section V, VI, VII and VIII).

We accept in full all the Clauses of Instructions to Bidders, General Conditions of Contract, Schedule of Requirements &Technical Specifications (Section V, VI, VII and VIII) of the RFP Document without any Deviation.

Signature and Seal of the Bidder

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ANNEXURE 2: PROFORMA FOR SUBMISSION OF BID

(Note: This Annexure forms part of the Bid)

Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.

Reference: Bid No.DCGM/SBU/937-AMC/2020/AC

Date of Opening: -----

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

1. Having examined the 'Instructions to Bidders', 'General Conditions of Contract', 'Technical Specifications', 'Schedule of Requirements' and the Proformas/ Annexures (Section IX to XI) for the above Bid, we, the undersigned (Complete address as given in **Annexure 7**), offer to Comprehensive Annual Maintenance of the AC Low Floor CNG Buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC conforming to BHARAT STAGE VI (EURO VI) norms the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid (**Bid 2**) of the Bid submitted separately or such other sum as may be ascertained in accordance with the conditions. The details Offer of Comprehensive Annual Maintenance of the AC Low Floor CNG Buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC conforming to BHARAT STAGE VI (EURO VI) norms as well the quantity of the buses offered for the same are given in the **Annexure 7**. The details of the Maintenance Services for which we have submitted our Bid and for which we have quoted the rates in our Price Schedules are given in Format as per **Annexure A** of Section X for Comprehensive Annual Maintenance Services for the AC Low Floor CNG Buses of the make to be supplied by the bidders against RFP number: DCGM/SBU/937/2020/AC conforming to BHARAT STAGE VI (EURO VI) norms.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure given in Section IX to XI of the RFP Document.
3. We undertake, if our Bid is accepted, we shall commence the maintenance of Buses as per the actual delivery of the buses being procured under **RFP Number: DCGM/SBU/937/2020/AC** and to guarantee satisfactory maintenance of each bus upto 7,50,000 kms from the date put on road after registration with fulfilling our obligations as per RFP Document.
4. If our Bid is accepted, we will furnish a Bank Guarantee for Performance as Security for the due performance of the Contract. The amount and form of such guarantee will be in accordance with 'General Conditions of Contract'.
5. We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated damages/ damages and agree that they represent a fair estimate of the damages likely to be suffered by the Purchaser in the event of the work not carried out as per the terms & condition, technical specifications etc. of the RFP.
6. We agree to abide by this Bid for a minimum period of **120 days** from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. We agree to Clause 12 of 'General Conditions of Contract' on increase in number of buses ordered for Comprehensive Annual Maintenance.

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8. This bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
9. We understand that you are not bound to accept the lowest or any offer you may receive against this bid. We also agree that you may change/ modify the evaluation criteria as specified in the RFP document.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated _____ day of _____

Signature & Name: _____ in the capacity of
 _____ duly authorised to sign Tenders for and on behalf of

Address _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

DELHI TRANSPORT CORPORATION	Request for Proposal Document 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
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ANNEXURE 3: PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY/ BID SECURITY

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To,

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

Reference: Bid No.DCGM/SBU/937-AMC/2020/AC

Date of Opening: -----

1. KNOW ALL MEN by these presents that we _____ of _____ (Name of Bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS _____ (NAME OF BIDDER) (hereinafter called "the Bidder") has submitted its Bid dated _____ against Purchaser's Bid No.DCGM/SBU/937-AMC/2020/AC Due on..... hereinafter called "the Bid".

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

3. We further agree as follows:

- (a) That the Purchaser may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Purchaser and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any account settled between the Purchaser and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till _____
 - i) the Bidder in case its bid is accepted by the Purchaser, executes a formal agreement after furnishing the Performance Guarantee as per Clause 37.0 of "Instructions to Bidders", or
 - ii) Sixty days after the date of validity or the extended date of validity of the bid, as the case may be:

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- (e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. The conditions of this obligation are:
- (a) if the Bidder withdraws its Bid during the period of Bid validity specified in the Form of Tender, or
 - (b) if the Bidder does not accept the correction(s) of its Bid price in terms of the Instructions to Bidder.
 - (c) if the Bidder having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - i) fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders, and/ or
 - ii) fails or refuses to enter into a Contract within the time limit specified in the Instructions to Bidders, and/ or
 - iii) fails in any manner whatsoever to perform any act or do anything as may be required of Bidder in terms of Instructions to Bidders and/ or Letter of Acceptance.

We hereby undertake to unconditionally and irrevocably, without demur or any further requirement, forthwith pay to the Purchaser at DELHI the above amount upon receipt of the Purchaser, first written demand, without the Purchaser having to substantiate its demand.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

NAME OF OFFICIAL: _____
DESIGNATION: _____
STAMP/ SEAL OF THE BANK

SIGNATURE OF THE WITNESS: _____

NAME OF THE WITNESS:
ADDRESS OF THE WITNESS:

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ANNEXURE 4: PROFORMA OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the <date> between Delhi Transport Corporation having principle place of business at Strategic Business Unit, Hauz Khas Bus Terminal, Delhi Transport Corporation, New Delhi-110 016 hereinafter called "the Purchaser" of the one part and M/s. <Name of the Contractor> having its principle place of business at hereinafter called "the Contractor" of the other part.

WHEREAS the Purchaser is desirous for carrying out the Comprehensive Annual Maintenance of ____ nos. of CNG Low Floor AC Buses OF THE MAKE TO BE SUPPLIED BY THE BIDDERS against RFP number: DCGM/SBU/937/2020/AC conforming to BHARAT STAGE VI (EURO VI) norms by the Contractor, for the satisfactory operation of each bus up to 7,50,000 kms from the date put on road after registration with fulfilling the obligations as per RFP Document and has accepted the Bid submitted by the Contractor for Comprehensive Annual Maintenance Services.

NOW

THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents of DTC's RFP No.DCGM/SBU/937-AMC/2020/AC as amended by Amendment No.DCGM/SBU/937-AMC/2020/AC/____ dated _____ & the Contractor's Bid No. _____ Dated _____ shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Instructions to Bidders
 - b. General Conditions of Contract
 - c. Technical Specifications
 - d. Prices Schedules as submitted by Contractor/ Bidder along with their Bid
 - e. Contractor Bid No..... dated..... submitted in Proforma 'A' Section-IX of RFP Document with Annexures & subsequent letters.
 - f. Letter of Acceptance (LOA) bearing No.DCGM/SBU/937-AMC/2020/AC/____ dated _____ and terms and conditions.
 - g. Amendments in the Contract, if any.
 - h. Other conditions agreed to and documented as listed below:
 - i. Bid's Commercial Terms
 - ii. Other Major Terms & Conditions of Comprehensive AMC
 - iii. Any other conditions as applicable
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide services and guarantees the same to be in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of services and guarantee of the same, the Contract Price at the times and in manner prescribed by the Contract.
5. The Contractor agrees that the essence of Contract and other contractual obligation shall become effective from the date of Letter of Acceptance i.e. LOA. The Contractor further agrees that pre-estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Contractor shall not dispute the same in

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future in any manner.

IN WITNESS WHEREOF the parties here have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

Name

On behalf of the Purchaser

In the presence of

Witness

Name

Address.....

By the said

Name.....

On behalf of the Contractor

In the presence of

Witness

Name

Address.....

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ANNEXURE 5: AFFIDAVIT PROFORMA

(On Non-Judicial Stamp Paper of appropriate value Notarized)

An agreement has been entered between Delhi Transport Corporation, Govt. of NCT of Delhi (herein after called as 'Purchaser') and M/s _____ (complete address) (herein after called as 'Contractor') vide LOA No. _____ dated _____ for carrying out Annual Maintenance services of _____.

WHERE AS Clause 36.3 of 'Instructions to Bidders' require for an undertaking in conformity with the requirement of Clause-41 of 'Instructions to Bidders', to the affect that the Contractor has not given any commission to any official of the Purchaser/ Delhi Government or any other agencies engaged with the procurement process indulged in any other corrupt or fraudulent practice in securing the Contract.

NOW, THEREFORE, the Contractor Solemnly affirm and declare on oath that we have not given any commission to any official of the Purchaser/ Delhi Government or any other agencies engaged with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract in conformity with the requirement of Clause-41 of 'Instructions to Bidders' of the RFP Document of above LOA.

AND THEREFORE, verified at Delhi on this date of _____ 2020 that the contents of my affidavit are true, no part of it is false and nothing material has been kept concealed, which is given duly signed and sealed unconditionally and without any demur or reservation or protest.

SIGNATURE AND SEAL OF THE CONTRACTOR

WITNESS

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ANNEXURE 6: PROFORMA OF BANK GUARANTEE FOR 10 % CONTRACT VALUE TOWARDS PERFORMANCE GUARANTY/ SECURITY

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

Contract No. Date

1. This Deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") on the one part, and Chairman-cum-Managing Director, Delhi Transport Corporation (hereinafter called "the Purchaser") of the other part.
2. Whereas Chairman-cum-Managing Director, Delhi Transport Corporation (DTC) has awarded the Contract for (-----Description of Item-----) (hereinafter called the Contract) to:

(hereinafter called the Contractor).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs.
_____ (Amount in Figures and words).
4. NOW, WE THE UNDERSIGNED _____ (Name of Bank) _____ do hereby unconditionally and irrevocably undertake to pay to the Purchaser an amount _____ not exceeding Rs. _____ (Rupees _____ only) without any demur, merely on a demand in writing from the Purchaser stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Purchaser (DTC) any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
6. This Guarantee is valid for a period of _____ (Duration in calendar months in figures and words) from the date of signing. The period for which this Guarantee will be valid for at least Six (06) months beyond the completion of the contract period of 12 years from the date of delivery of last bus as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Purchaser.
7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Contractor if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the

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Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Purchaser in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by the Purchaser.
11. The expressions "the Purchaser", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 2020 _____ being herewith duly authorised.

For and on behalf of the _____ Bank

Signature of Authorised Bank official
Name:
Designation:
Stamp/Seal of the Bank:

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

Witness 1
Signature
Name
Address

Witness 2
Signature
Name
Address

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ANNEXURE 7: PROFORMA FOR DETAILS OF BIDDERS (INCLUDING THEIR COLLABORATORS) AND ITEMS QUOTED

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

Bid No. DCGM/SBU/937-AMC/2020/AC

Date of Opening: -----

Bidder: -

- i. Name:
- ii. Address:
- iii. Telephone No.:
- iv. Fax No.:
- v. e-mail address:
- vi. Contact Person:

2. Collaborator, if any:-

- i. Name:
- ii. Address:
- iii. Telephone No.:
- iv. Fax No.:
- v. e-mail address:
- vi. Contact Person:
- vii. Details of the Collaboration Agreement to be furnished:

3. Offer of Comprehensive Annual Maintenance OF THE MAKE TO BE SUPPLIED BY THE BIDDERS against RFP number: DCGM/SBU/937/2020/AC conforming to BHARAT STAGE VI (EURO VI) norms: -

4. Quantity of Buses offered for Comprehensive Annual Maintenance: -

Date: _____ Name & Signature of Authorised Signatory on behalf of Bidder

Place: _____ Address: _____

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ANNEXURE-8

PROFORMA FOR FLEET STATUS REPORT AFTER FINAL MORNING /EVENING OUTSHEDDING

Date: _____

Time :- Morning /Evening

Details				
S.No.	Bus Registration No.		Status	Description
S.No.	Summary		Details	
1	Total Fleet			
2	Buses held up in workshop			
3	Buses held up for Docking			
4	Buses held up for MVI passing			
5	Buses held up for CNG passing			
6	Buses held up for CNG Cylinder testing			
7	Buses Fail on Line			
8	Buses held up for accident repairs			
9	Buses under Police Custody.			
10	Buses under Court Decision.			
11	Buses held up for other reason (DTC account)			
12	Buses OK (Spare)			
13	Total Buses Roadworthy			
14	Total Buses Outshedded			
All the outshedded buses has been checked for CNG Leakage & found ok				
Details of Buses Held up in Workshop				
S.No.	Bus No.	Type	Bus Held up in reason	Bus Held up date

In charge Service Provider, if any

Contractor Shift In charge

DTC Duty Officer(D.O.)

DTC Duty Foreman

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ANNEXURE 9

PROFORMA FOR TIME REQUIRED ATTENDING THE DRIVER COMPLAINTS FOR VARIOUS DEFECTS

Sr. No	Driver Complaint	Reasonable time (in hours) to rectify the complaints.
1.	Horn Defect	00:30
2.	Air Pressure Leak	02:00
3.	Load not pulling	01:00
4.	Starting Trouble	02:00
5.	Head light defect	00:30
6.	Wiper blade defect	00:30
7.	Destination board defect	00:45
8.	Air pressure not build up	03:00
9.	AC defect	00:30
10.	AC defect- AC compressor/AC clutch defect	02:00
11.	Engine oil leak	02:00
12.	Radiator/ inter cooler leak	02:00
13.	Steering oil leak (stg pipe/ stg box replacement)	04:00
14.	Steering oil leak from reservoir	00:45
15.	Break defect	00:40
16.	Air suspension Bellow replacement (Front/ Rear)	01:30
17.	Leveling valve/ QRV/ dual brake valve defect	00:45
18.	Rear Axle Hub packing/ seal leak	00:45
19.	Antiroll bar/ bush replacement	01:00
20.	Seat frame replacement	02:00
21.	Tyre change (Front/ Rear)	00:40
22.	Wiper motor/ mechanism defect	01:00
23.	Coolant leakage	01:30
24.	Gear Defect- wiring harness problem	00:45

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25.	Rear light defect	00:30
26.	Air intake pipe leak	00:40
27.	Fan support noisy/water pump noisy	00:45
28.	Driver door defect	01:00
29.	Passenger door defect	01:30
30.	Turbocharger defect	01:00
31.	Front/ Rear Bumper loose	01:00

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ANNEXURE 10

FORMULA FOR RECOVERY OF ELECTRICITY AND WATER CHARGES FROM CONTRACTOR

(A) Electricity charges: -

Regarding electricity charges the exiting formula of recovery from the service provider is based on the following formula.

Rate Per unit of main electricity meter-

Total bill amount of energy meter + (Departmental / Contingency charges 5 %) total unit consumed (Kvah).

Based on the DISCOM electricity bill i.e. fixed charges + electricity consumption + meter rent + contingency charges 5 % shall be work-out for recovery of electricity charges from Contractor.

(B) Water Supply through tube well

- i. Cost of pump operated (Semi skilled) for two shifts per day @ 588.00
(As per minimum wages based on the latest circular issued by of
Delhi Govt. @588 x 2) = Rs.1176.00

- ii. Electricity Consumption for operation of 5 HP Submersible Pump for
12 hrs. @ 39/- per hours (3.75 KW x Rs.10.45)
i.e. 12 x Rs 39/- =Rs.468.00
Total (i+ii) =Rs.1644.00

Gross amount to be recovered per month

Rs.1644x30 days = Rs.49320.00

Contingency. Charges @ 5 % =Rs.2466.00

Grand Total **=Rs.51 786.00**

50 % share or above said amount i.e. Rs.25893/- per month shall be recovered from Contractor and remaining 50 % shall be owned by DTC per month.

iii. Water supply through DJB/Tankers.

Direct supply of DJB/through tankers expenditure should be recovered on the basis of 50 % + 5 % contingencies charges.

iv. STP water supply through DJB

STP water supply through DJD expenditure should be recovered on the basis of 100 % + 5 % contingencies charges.

Besides the above. the minimum wages of semi skilled labour may be applicable on the basis of circular issued by Govt. of GNCTD from time to time while recoveries of water charges in case of Tube well.

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ANNEXURE 11

FINAL ESTIMATED DAMAGE CALCULATION IN RESPECT OF FAILURE TO MAINTAIN 92%/90% AVAILABILITY OF BUSES AND BREAK DOWN FOR OPERATION IN RESPECT OF DEPOT_____

FOR HALF YEARLY ENDING - _____ TO _____

S. No.	REG. No.	Date put on Road	Bus Type(NAC/AC)	Shift	HALF YEARLY _____ TO _____										Final Estimated damage Half Yearly_____ to _____											
					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 ____% 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 BD, L.O.S. Etc.	Required Shift for ____% for half yearly	Total shift under recovery (Less / Excess)	Shortage of shift covered under recovery	Recovery @ Rs.____/- (Non AC) & @ ____/- (AC) per shift	Ticketing Recovery Under Clause ____
1				M																						
				E																						
2				M																						
				E																						
GRAND TOTAL																										

DEPOT MANAGER

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

O.S.

FOREMAN

I/C A.M.C.

D/ASSTT.

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ANNEXURE 12

TIME FRAME (SHIFT LOSS) FOR REPEATED ACCIDENTAL VEHICLES REPAIRS

S. No.	Type of accident	Time (in Hrs.)	Shifts
1.	Front Wind Shield broken	16	2
2.	Front Wind Shield crack	16	2
3.	Rear Wind Shield broken	8	1
4.	Front/Rear Bumper-Centre/ Corner replacement	4	0.5
5.	Passenger door glass replacement (single)	8	1
6.	Passenger door damage/ replacement (single)	16	2
7.	Body side window glass LH/ RH broken/ replacement-single	8	1
8.	Emergency Fixed Glass RH broken/ replacement	8	1
9.	Window top sliding glass LH/RH broken/ replacement (if fitted)	8	1
10.	Driverdoorglass-sliding/ movement Glassbroken/ replacement	8	1
11.	Driver Door Fixed Glass broken/ replacement	8	1
12.	Body side window assembly (single) replacement (if fitted)	16	2
13.	Front grill dent repair/ replace	16	2
14.	Skirt panel replacement (each)	12	1.5
15.	Window safety guard damage/ replacement-3 pipes with bracket (if fitted)	8	1
16.	Rear view mirror LH/ RH replacement	1.5	Running repair in depot premises
17.	Rear view mirror bracket replacement	4	Running repair in depot premises
18.	Destination Board Glass broken	16	2
19.	CNG Cylinder Cover damage	24	3
20.	LHS/ RHS body wheel rubber damage/ replace	8	1
21.	Tail light damage	8	Running repair in depot premises
22.	Front face repair/ replace	88	11
23.	Rear face dent repair/ replace	64	8
24.	Stretch panel replace	64	8

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25.	Outside dent and paint repair-per square feet	16	2
26.	Front left corner + pillar damage	48	6
27.	Battery flap replacement	16	2
28.	Head light damage	8	Running repair in depot premises
29.	Head Lamp bazel damage	8	1
30.	Wiper arm damaged LH/ RH	8	Running repair in depot premises
31.	Triangular hazard reflector	4	Running repair in depot premises
32.	Front face dent damage-one side	48	6
33.	Rear face dent repair-one side	48	6
34.	Licence plate lamp damage	4	Running
35.	Skirt panel came out	8	1
36.	Driver door lock damage	6	Running repair in depot premises
37.	Door Ramp Damage	16	2

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ANNEXURE 13

ACCIDENT INTIMATION REPORT

[In case of Cost of Repair up to Rs.75,000/-]

DTC DEPOT NAME:-			
AIR Serial No:-		AIR Date	
Format for AIR Serial No: xxx/yy/mm/001 with xxx = depot initials and 001 = continuous number			
1	It is herewith intimated that the vehicle with Registration No.....has been reported damaged at Milometer/ Speedometer reading.....by Driver..... with Driver Badge No.....		
	Date of Accident	Time of Accident	
	Place of Accident	Route of Accident Bus	
2	Brief description of accident		
3	Details of damaged parts		
	contractor [Date &Signature]	DTC Duty Officer/ Control Room [Date &Signature]	DTC Foreman/ Mechanic [Date &Signature]
			DTC Driver &Signature] [Date
4	The Cost Estimate for the accident repair job will be prepared and submitted to DTC within 01 day.		
5	It has been mutually agreed between contractor / his authorized Representative and DTC Depot Manager/ his authorized Representative that the repair job shall be completed within Shifts after DTC's approval of the Cost Estimate.		

WORK ORDER

1. The Work Order is hereby being given on the basis of AIR and approved cost estimate.
2. The Contractor is directed to start the repair work immediately on receipt of the Work Order.

DM [Date &Signature]	Dy. Manager-(A/Cs) [Date &Signature]	Manager-(Mech) [Date &Signature]

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ANNEXURE 14

ACCIDENT INTIMATION REPORT

[In case of Cost of Repair up to Rs.5,00,000/-]

DTC DEPOT NAME:-			
AIR Serial No:-		AIR Date	
Format for AIR Serial No: xxx/yy/mm/001 with xxx = depot initials and 001 = continuous number			
1	It is herewith intimated that the vehicle with Registration No.....has been reported damaged at Milometer / Speedometer reading.....by Driver..... with Driver Badge No.....		
	Date of Accident		Time of Accident
	Place of Accident		Route of Accident Bus
2	Brief description of accident		
3	Details of damaged parts		
contractor [Date &Signature]		DTC Duty Officer/ Control Room [Date &Signature]	DTC Foreman/ Mechanic [Date &Signature]
		DTC Driver [Date &Signature]	
4	The Cost Estimate for the accident repair job will be prepared and submitted to DTC within 03 days.		
5	It has been mutually agreed between contractor / his authorized Representative and DTC Depot Manager/ his authorized Representative that the repair job shall be completed within Shifts after DTC's approval of the Cost Estimate.		

WORK ORDER

1. The Work Order is hereby being given on the basis of AIR and approved cost estimate.
2. The Contractor is directed to start the repair work immediately on receipt of the Work Order.

RM [Date &Signature]	DM [Date &Signature]	Dy. Manager-(A/Cs) [Date &Signature]	Manager-(Mech) [Date &Signature]
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ANNEXURE 15

ACCIDENT INTIMATION REPORT

[In case of Cost of Repair above Rs.5,00,000/-]

DTC DEPOT NAME:-			
AIR Serial No:-		AIR Date	
Format for AIR Serial No: xxx/yy/mm/001 with xxx = depot initials and 001 = continuous number			
1	It is herewith intimated that the vehicle with Registration No.....has been reported damaged at Milometer / Speedometer reading.....by Driver..... with Driver Badge No.....		
	Date of Accident	Time of Accident	
	Place of Accident	Route of Accident Bus	
2	Brief description of accident		
3	Details of damaged parts		
	contractor [Date &Signature]	DTC Duty Officer/ Control Room [Date &Signature]	DTC Foreman/ Mechanic [Date &Signature]
			DTC Driver [Date &Signature]
4	The Cost Estimate for the accident repair job will be prepared and submitted to DTC within 03 days.		
5	It has been mutually agreed between contractor / his authorized Representative and DTC Depot Manager/ his authorized Representative that the repair job shall be completed within Shifts after DTC's approval of the Cost Estimate.		

WORK ORDER

1. The Work Order is hereby being given on the basis of AIR and approved cost estimate.
2. The Contractor is directed to start the repair work immediately on receipt of the Work Order.

CGM-(Tech.) [Date &Signature]	Dy. CGM-(M) HQ [Date &Signature]	Dy. CGM-(SBU) [Date &Signature]	RM [Date &Signature]	DM [Date &Signature]

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ANNEXURE 16

DTC STAISFACTION REPORT FOR ACCIDENT REPAIR JOB

.....Depot

Date.....

The accident repair job for the following bus has been completing to DTC's satisfaction. All defects have been removed and the bus can therefore be put into service again.

Accident Intimation Report Serial No.:

Vehicle Registration No.:

Vehicle Chassis No.:

Estimate Job Card No. & Date:

Date of Completion of Repair Job:

Date & Signature

DTC Representative

Date & Signature

Contractor Representative

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ANNEXURE 17

Tyre damage formula

Tyre Damage Formula:-

- a) To adopt the NSD formula for calculation of cost of damage of original/ re-treaded Tyre.
- b) Only claim cases of tyre with side wall damage due to sharp object/angle iron/ hit with pavement /central verge on account of negligent driving on the part of driver shall be considered.
- c) VM will submit the bills of the first retreading and second retreading as applicable in the case of claim of damaged tyre due to negligence on the part of driver along with the copy of the Tyre Card with proper entries of first & second retreading, whatever the case may be, duly signed/ authenticated by the VMs Engineer.
- d) The damaged tyre will be physically inspected jointly by the Inspecting team comprising of Foreman-(I/c) of DTC Depot. ALL Engineer & Dy. Manager-A/cs) / Accountant of the Depot before setting the claim of the damaged tyre due to negligence of the driver.
- e) The tyre depth gauge of standard quality for ascertaining the NSD of similar new /retreaded tyre vis-à-vis damaged tyre shall be arranged by VM at his cost.
- f) The tyre damaged due to bad road conditions, improper wheel alignment, over/ under Inflation, brake binding or lack of maintenance will not be considered for the purpose of claim.
- g) Regarding claim of old tyre damaged cases, only claim of damaged tyre cases with side wall damage due to negligence of driver will be considered subject to the physical Inspection of the damaged tyres by the inspecting team as brought out above.
- h) Tyre cost as per the approved Price Lists of VMs which is on the lower side will be considered for new tyres and for retreading, VM will be required to provide copy of the Invoice for retreading of tyres.
- i) The copy of Approved Tyre Damaged Formula is enclosed. The tyre damaged formula will be revised as and when there is change in the cost of new tyre and cost of retreading of the tyre in the approved Price List.

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FORMULA FOR TYRE DAMAGE CASES IN LOW FLOOR BUSES								
S. No.	Tyre	NSD/ Thread depth of new tyre	NSD/ Thread depth of 1st retread tyre	NSD/ Thread depth of 2nd retread tyre	Total NSD	% age Remaining tyre life	Costing formula- Net payable by DTC (Excluding taxes)	Remark
A	B	C	D	E	F	G	H	I
1	Retread Tyre (2nd retread)			1	1	2.30	286	$I = G \times L/100$
2				2	2	4.60	571	$I = G \times L/100$
3				3	3	6.90	857	$I = G \times L/100$
4				4	4	9.20	1,142	$I = G \times L/100$
5				5	5	11.49	1,426	$I = G \times L/100$
6				6	6	13.79	1,712	$I = G \times L/100$
7				7	7	16.09	1,997	$I = G \times L/100$
8				8	8	18.39	2,283	$I = G \times L/100$
9				9	9	20.69	2,568	$I = G \times L/100$
10				10	10	22.99	2,854	$I = G \times L/100$
11				11	11	25.29	3,140	$I = G \times L/100$
12				12	12	27.59	3,425	$I = G \times L/100$
13				13	13	29.89	3,711	$I = G \times L/100$
14				14	14	32.18	3,995	$I = G \times L/100$
15	Retread Tyre (1st retread)		1	15	15	34.48	4,280	$I = G \times L/100$
16			2	16	16	36.78	4,566	$I = G \times L/100$
17								Cost of tyre in last slot+ retreading cost= 7914+4500= 12,414/- (L)
18			3		17	39.08	7,914	$I = G \times K/100$
19			4		18	41.38	8,380	$I = G \times K/100$
20			5		19	43.68	8,846	$I = G \times K/100$
21			6		20	45.98	9,311	$I = G \times K/100$
22			7		21	48.28	9,777	$I = G \times K/100$
23			8		22	50.57	10,241	$I = G \times K/100$
24			9		23	52.87	10,707	$I = G \times K/100$
25			10		24	55.17	11,172	$I = G \times K/100$
26			11		25	57.47	11,638	$I = G \times K/100$

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27		12		26	59.77	12,104	$I = G \times K/100$
28		13		27	62.07	12,570	$I = G \times K/100$
29		14		28	64.37	13,036	$I = G \times K/100$
30	New Tyre	1	15	29	66.67	13,501	$I = G \times K/100$
31		2	16	30	68.97	13,967	$I = G \times K/100$
32							Cost of tyre in last slot+ retreading cost= 15,751+4500= 20,251/- (K)
33		3		31	71.26	15,751	$I = G \times J/100$
34		4		32	73.56	16,259	$I = G \times J/100$
35		5		33	75.86	16,767	$I = G \times J/100$
36		6		34	78.16	17,276	$I = G \times J/100$
37		7		35	80.46	17,784	$I = G \times J/100$
38		7.5		35.5	81.61	18,038	$I = G \times J/100$
39		8		36	82.76	18,292	$I = G \times J/100$
40		9		37	85.06	18,801	$I = G \times J/100$
41		10		38	87.36	19,309	$I = G \times J/100$
42		11		39	89.66	19,818	$I = G \times J/100$
43		12		40	91.95	20,324	$I = G \times J/100$
44		13		41	94.25	20,832	$I = G \times J/100$
45		13.5		41.5	95.40	21,086	$I = G \times J/100$
46		14		42	96.55	21,340	$I = G \times J/100$
47		14.5		42.5	97.70	21,595	$I = G \times J/100$
48		15		43	98.85	21,849	$I = G \times J/100$
49		15.5		43.5	100	22,103	Cost of new tyre (J)=22,103 (Excluding GST)

Note:-GST will be as applicable

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ANNEXURE 18

LIST OF ITEMS FOR FLAMMABILITY TEST

Sr. No.	Item	Testing Standard
1	ABS Sheet	IS:15061
2	ABS Escape hatch	IS:15061
3	Adhesive tape used in paneling etc.	IS:15061
4	Anti-skid Silicon grain (Grey)	IS:15061
5	Anti-skid Silicon grain (Yellow)	IS:15061
6	Ceiling light lens	IS:15061
7	Corrugated sleeve use for battery cable	IS:15061
8	Door closing indicator	IS:15061
9	Driver Seat & passenger Seat	IS:15061
10	Engine insulation	IS:15061
11	FRP (Invertor cover, Dash board/Driver area, bottom panel)	IS:15061
12	Glass wool	IS:15061
13	Honey comb insulation	IS:15061
14	PVC sleeve for wiring	IS:15061
15	PVC beading for joining ABS Sheet	IS:15061
16	Roof hand hold strap assly.	IS:15061
17	Roof inner cover	IS:15061
18	Seat belt 3 point (Driver Seat/Wheel Chair)	IS:15061
19	Seat belt 2 point (Passenger seat/Wheel chair locking)	IS:15061
20	Safety belt red (Wheel chair area)	IS:15061
21	Sunvisor (Driver window & wind screen)	IS:15061
22	Wheel chair back rest/Lazy back of wheel chair area	IS:15061
23	Yellow PVC strip for foot step edge	IS:15061
24	Yellow sleeve for grab rail & stanchion pipe	IS:15061
25	PVC Black film for partition glass	IS:15061
26	Marine board	IS:5509
27	LT wire	IS:2465
28	AC Louvers	IS:15061

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ANNEXURE 19

INTEGRITY PACT

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

AND

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

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

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

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

NOW, therefore,

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

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

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

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

1. Commitments of the DTC;

- 1.1 The DTC undertakes that no official of the DTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

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bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The DTC will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the DTC will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DTC with full and verifiable facts and the same is prima facie found to be correct by the DTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DTC the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

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

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DTC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the DTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DTC.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

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- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the DTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DTC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the DTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DTC's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the DTC, or alternatively, if any relative of an officer of the DTC has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DTC.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the DTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

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

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

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contracts.

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- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DTC to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the DTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DTC is entitled to forfeit the earnest money deposited/Bid Security.
 - (iv) To recover all sums already paid by the DTC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the DTC in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the DTC resulting from such cancellation/rescission and the DTC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the DTC.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the DTC with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the DTC have terminated the contract under section 2 or 3 or 4 or if the DTC is entitled to terminate the contract under section 2 or 3 or 4, the DTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the DTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DTC.
- 6.2 The DTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as

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defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 That if the Bidder/Contractor applies to the DTC for premature revocation of the debarment and proves to the satisfaction of the DTC that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the DTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the DTC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the DTC receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the DTC has substantive suspicion in this regard, the DTC will inform the Vigilance Department for appropriate action.

8. Independent External Monitors (s),

- 8.1 That DTC has appointed Sh. Jagdeep Kumar Ghai, P&TA and FS(Retd.), R/o 101, Shubhangam, NS Rd. No. 2, JVPD Scheme, Vile Parle West, Mumbai-400056. (E-Mail: jkghai@gmail.com; Mobile No. 9869422244) & Sh. Radhakrishan Kini, IPS(Retd.), R/o B-91, Vishrantika CGHS, Plot-5A, Sector-3, Dwarka, New Delhi-110078 (E-Mail: arvkini2004@yahoo.co.in; Mobile No. 9971722727) as Independent External Monitors for this Pact.
- 8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or DTC.
- 8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Managing Director of the DTC.
- 8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is

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under obligation to treat the information and documents of the DTC and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.

- 8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the DTC will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the DTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.7 That the Independent External Monitor will submit a written report to the Managing Director of the DTC within 2 weeks from the date of reference or intimation to him by the DTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Independent External Monitor has reported to the Managing Director a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Independent External Monitor' would include singular and plural.

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

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

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

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

13. **Company Code of Conduct**

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

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

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

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ANNEXURE 20: PROFORMA FOR DECLARATION FOR OFFERING LOWEST RATE

[Schedule of Requirements (Section VII) Clause no. 10]

Reference: Bid No.DCGM/SBU/937-AMC/2020/AC

Date of Opening: -----

We undertake that the rates quoted are minimum/ reasonable & we have not quoted/ charged lower rates from any other Government Departments/ State Transport Undertakings of India for Comprehensive Annual Maintenance services for 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 BHARAT STAGE VI (EURO VI) norms conforming to the same specifications and terms & conditions.

Signature and Seal of the Bidder

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ANNEXURE 21

(MUST BE SUBMITTED ALONGWITH TECHNO COMMERCIAL BID)

Details of the Technically Qualified and Experienced Personnel

	No. of Personnel employed	Period			Remarks, if Any.
(a)	Professionals	2017-18	2018-19	2019-20	
	MBA				
	M.Tech.				
	Engg. Graduate				
	Diploma Engg.				
	ITI Certificate				
	Total				
(b)	Others	2017-18	2018-19	2019-20	
	Arts Graduates				
	Science Graduates				
	Commerce Graduates				
	High School & above				
	Others				
	Total				

It is certified that we have adequate technically qualified and experienced personnel for the maintenance of Low Floor CNG AC Buses to be supplied by the bidders against RFP number: DCGM/937/2020/AC conforming to BS-VI (Euro-VI) Norms.

SIGNATURE AND SEAL OF THE BIDDER

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ANNEXURE 22

(MUST BE SUBMITTED ALONGWITH TECHNO COMMERCIAL BID)

Details of the Plant & Machinery, Jigs & Fixtures, other equipment and special tools for the maintenance of Low Floor CNG AC Buses

(A)	<u>Plant & Machinery</u>	
	Name	Detail
1		
2		
3		
.		
.		
(B)	<u>Jigs & Fixtures</u>	
	Name	Detail
1		
2		
3		
.		
.		
(C)	<u>Other equipment and special tools</u>	
	Name	Detail
1		
2		
3		
.		
.		

SIGNATURE AND SEAL OF THE BIDDER

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ANNEXURE 23

CHECK LIST

(MUST BE SUBMITTED ALONGWITH TECHNO COMMERCIAL BID)

- (A) The following Check List is intended to help the Bidders in submitting Bid which are complete. Incomplete Bid is liable to be rejected. Bidders are advised to go through the list carefully and submit Bids complete in all respect.
- (B) The Bidder shall upload **separately** the scanned copy of Bid 1: Techno-Commercial Bid and Bid 2: Price Bid as defined in RFP on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>). However, **the hard copies** for the Original copy of the payment towards the cost of RFP Document, Original Bid Security as per clause 17 of ITB, Section V and Hard Bound Print out of uploaded: Techno-Commercial Bid (Bid 1) shall be submitted as per clause 24 of ITB, section V.
- (C) Documents shall be enclosed duly signed attested by the authorized person of the firm.
- (D) The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid
- (E) All pages of the Bid shall be serially numbered and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.
- (F) Bidders are also required to submit the Check List, duly marked, along with their Bid.
- (G) All details except for the prices shall be furnished in the Techno-Commercial Bid (Bid 1).
- (H) The bidders shall quote on the basis of "Instructions to Bidders", "General Conditions Of Contract", "Schedule Of Requirements" and "Technical Specifications" given in the RFP document.
- (I) Each copy of the Bid shall include the following:

Sr. No.	Description	Yes/No
1	Techno-Commercial Bid (Bid-1) consisting of the Proforma of Submission of Bid (Annexure-2), Earnest Money (Annexure-3), Proforma-A for 'Techno Commercial Evaluation' of Section IX and all other documents as well as all technical and commercial information required in accordance with the RFP document along with RFP document Cost	
2	Price Bid (BID-2) as per Format as given at Annexure-A of Section X (PRICES SHOULD NOT BE MENTIONED ANYWHERE IN TECHNO-COMMERCIAL BID i.e. IN BID – 1)	
	Techno-Commercial Bid:	
3	'Maintenance Capability and Quality Control' as per Proforma A of Section IX	
	<u>List of Documents/ Items required along with Proforma A of Section IX</u>	
4	Registration Certificates of the Factory/ work place.	
5	Proprietorship Certificate/ Partnership Deed/ Company Registration Certificate).	
6	Copies of Balance Sheets for the last three years.	
7	Self-Undertaking for not being black listed by any Government department.	

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8	Certificate of Authorization for the Person to sign the RFP Document.	
9	In case of VM, Required Experience certificate for maintenance of Low Floor CNG Buses.	
10	In case of VM, Self-Certificate for not being black listed.	
	In case Bidder being authorized network of VM, additional requirement of :--	
11	Authorization letter from Vehicle Manufacturer.	
12	Experience Certificate issued by Vehicle Manufacturer.	
13	Certificate from VM for not being black listed.	
14	Authorization by VM to participate in this Bid to ensure supplies of genuine VM/ OEM or their recommended spare parts for maintenance of these Low Floor AC buses.	
Other detail, Proformas and Annexures		
15	Proforma for No Deviation from Commercial Terms & Conditions and Technical Specifications Attached (Annexure-1)	
16	Proforma for submission of Bid attached (Annexure-2)	
17	Bank Guarantee for Earnest Money/ Bid Security attached (Annexure-3)	
18	Cost of RFP Document	
19	Proforma For Details Of Bidders Including Their Collaborators (Annexure-7)	
20	Letter of Authority (Power of Attorney) enclosed	
21	Signed and stamped each page of the RFP document by Authorised Person to be enclosed.	
22	Integrity Pact :(Annexure 19)	
23	Proforma For Declaration For Offering Lowest Rate (Annexure-20)	
24	Details of the Technically Qualified and Experienced Personnel:(Annexure 21)	
25	Details of the Plant & Machinery, Jigs & Fixtures, other equipment and special tools for the maintenance of Low Floor CNG AC Buses:(Annexure 22)	
26	Satisfactory performance certificates as per para 6 of Proforma-A of Techno Commercial Evaluation, Section IX	
Price Bid		
27	Price Bid in Format A of Section X	
28	Quoted Price in figures & words	
29	Checked Rates in Unit per KMs & Total	
Complete Summary of Documents		
30	All pages of the Bid shall be serially numbered and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.	