

fwsh 19\$09\$2024 B{z nypkoK ftZu 177 BthnK pZ;K  
 feb'whNo ;ehw nXhB **E-Tender** oKjh gkT[D\$jkfJo eoB bJh  
 ggekfPs eotkJ/ rJ/ N?Avo B'fN; nB[;ko fwsh 26\$09\$2024  
 B{z eotkJh rJh **Pre-bid meeting** ns/ fJ; **E-Tender** ;pzXh ikDekoh  
**(Clarification)** b?D bJh Jh^w/b oKjh gqkgs j'JhnK doykPsK  
 ;pzXh t/otk j/m fby/ nB[;ko j?L

bVh BzL	w[Zdk\$wzr	itkp
1	fJ; N?Avo ftZu feb'whNo ;ehw nXhB pZ;K B{z ehsh ikD tkbh g/w?AN d/ <b>schedule</b> dh ikDekoh Bk j'D ;pzXh ns/ w"i{dk feLwh ;ehw Ugo/NoK B{z ehsh ikD tkbh ndkfJrh 4^5 wjhB/ g?fvzr j'D ;pzXh.	fJ; ;pzXh ftPtkP dtkfJnk iKdk j? fe nkT[D tkb/ ;w/A ftZu feLwh ;ehw pZ;K B{z ehshnK ikD tkbhN ndkfJrh B{z ;w/A f;o eoB bJh T[gokbk ehsk ikt/rk.
2	pZ; bJh fBoXkfos ehs/ rJ/ feb'whNoK (13000) s'A tZX uZbD s/ g/w?AN ftZu 20# eN"sh eoB ;pzXh	fJ; ;pzXh dZf;nk iKdk j? fe fJ; N?Avo dhNk fB:w ns/ PosK ftZu fe;/ soK dh ;'X BjhA ehsh ik ;edh.
3	feb'whNo ;ehw nXhB gkJhnK ikD tkbhN pZ;K B{z ;pzXs wkbe d/ fBtk; tkb/ fibQ/ d/ B/Vbk fvg{ nbkN eoB ;pzXh	fJ; ;pzXh dZf;nk iKdk j? fe ghnkoNh;h d/ 9 fvg{ tZy tZy PfjoK fit/A fe gfNnkBk, ;zro{o, poBkb, p[Ybkvk, pfmzvK, cohde'N, eg{oEbk, b[fXnkDk ns/ uzvhrVQ fty/ ;fEs jB ns/ fJj ftPtkP dtkfJnk frnk fe ;cb N?Avoeko dh\$dhNk pZ;K B{z fvg{ nbkN eoB ;pzXh ehsh rJh wzr B{z fXnkB ftZu oZfynk ikt/rk.
4	feb'whNo ;ehw nXhB gkJhnK ikD tkbhN pZ;K ftZu <b>FMD</b> f;;Nw Bk brkT[D pko/	fJ; ;pzXh dZf;nk iKdk j? fe fJ; N?Avo dhNk fB:w ns/ PosK ftZu fe;/ soK dh ;'X BjhA ehsh ik

		;edh.
5	o{N vkJhtoIB, ikw bZrD nkfd ekoB tZX s?n j'D tkb/ feb'whNoK nB[;ko vhIb tZX d/D ;pzXh	fJ; w[Zd/ ;pzXh dzf;nk iKdk j? w"i{dk ;w/A i/eo fe;/ ekoB o{N vkJhtoN j'D eoe/ pZ; B{z tZX feb'whNo s?n eoB/ g?D sK tZX s?n j'J/ feb'whNoK nB[;ko vhIb fdZsk iKdk j?.
6	<b>Fully built</b> pZ; b?D ns/ pZ;K dh pkvh brkT[D ;pzXh	fJ; ;pzXh dzf;nk iKdk j? fe feLwh ;ehw nXhB pZ;K gkT[D ;pzXh pDkJhnK rJhnk w"i{dk fB:w ns/ PosK dh wZd 2H2 nB[;ko pZ;K dh wzr ehsh rJh j? ns/ fJ; nB[;ko jh pZ; fsnko eoe/ g/P ehshnK ikD.fJj wZd ;t? ;gPN j?.

Sl. No.	Clause No.:	Page No.	Tender Description	Query from Tata Motors representative	Department Reply
1	Clause No.3	4	3. METHODOLOGY OF HIRING 3.1 E-Tenders will be invited from the General public (residents of the State of Punjab and U.T. Chandigarh) asking for the rates at which the tenderer will provide bus to PRTC on KM basis.	It is requested to provide more clarity on this clause as the existing clause seems arbitrary	As per the clause the bidder should be a domicile of State of Punjab or UT Chandigarh.
2	Clause No.3	5	3.3 The scheme has been introduced to provide self employment opportunity to the unemployed person as such each applicant can apply for <b>maximum of two buses.</b>	This clause is vague and does not give clarity on the eligibility of the bidder. Further, please clarify if a bidder will be able to bid for only 2 buses out of the total 177 buses?	As per the clause the bidder can bid for a maximum of two buses. Yes one bidder can bid for a maximum of two buses only out of 177 buses.
			3.4 The scheme has been introduced to provide self employment opportunity to the unemployed person as		

			such each applicant can apply for maximum of two buses. Subject to the condition:		
3	Clause No.4.i	6	4. RATE OF PAYMENT 4.i) The successful bidder will be paid on the Per KM basis as per the rates finalized by the competent authority.	Please clarify the mode of calculating the Per km fee for the operation.	Payment= Rate in rupees per km X complete route distance covered. (TDS, etc as per norms is applicable on payment). In this case clause no. 16, 21, 22, etc will be taken into consideration. Further any penalty imposed on the KM bus owner/operator will be recoverable.
4	Clause No.4.2	6	4.2 If the operated kilometers are less than 50% of the daily assigned kilometers of the day then in that case no payment will be made for that day. However no recovery on account of diesel will be made.	It is clarified here that if the operated kms are less than 50% of the assigned kms dues to a default by the Authority then the Bidder be paid the cost for the entire operated route. Further, it is requested that the payment be made for actually covered Kms.	The clause is clear and will not be modified.
5	Clause 21	12	If the leased bus suffers breakdown on the way and it covers less than 50% of the assigned route Kms, allotted for the day, then nothing will be paid to the owner, except HSD consumed by the hired bus.		
6	Clause 6	6	6. The successful tenderer will be selected on the lowest (L-1) rates quoted on Per KM	It is requested that the Authority considers allotment of more	The terms & conditions are clear in this regard and the

			<p>basis by them in Financial Bid form.  <b>Since the maximum number of buses that a tenderer can offer only two as such in order to meet the requirement of the buses the lowest rate (L-1) received will be offered to successive bidders L2, L3, L4 &amp; so on to match the L1 rate.</b></p>	buses per bidder to make the project financially beneficial.	same will not be modified.
7	Clause 13	10	<p>However, the period of three months can be further extended by another one month at the discretion of the Managing Director of PRTC, 11 however, the owner of the bus is liable to pay a penalty of <b>Rs.2500/- per day till the bus is put on route subject to a maximum of 30 days</b> beyond which no request for further relaxation in time will be entertained and the Contract Agreement signed with the tenderer will be terminated alongwith the forfeiture of Security.</p>	It is requested to cap the penalty to Rs.5,000/-	This penalty clause is self-explanatory and will not be modified.
8	Clause 22	12	<p>22. In the event of unforeseen circumstances, like natural calamities, curfew, bandhs, strike by employees of PRTC, pandemic situations, lock down etc i.e circumstances beyond the control of PRTC, the owner of the hired bus(es) shall not be entitled for payment of lease charges for the period bus has not been operated and in such case PRTC shall not be liable</p>	It is requested that the Bidder also be given protection in case of a force majeure event. The existing clause only protects the Authority/PRTC.	This penalty clause is self-explanatory and will not be modified

			to pay the guaranteed kilometers		
9	Clause 24	13	24. The owner of km scheme bus shall ensure that the bus is washed, cleaned regularly. In case a report from MSI or any other official or from general public is received in that event a penalty of Rs.500/- shall imposed for the 1st time & Rs.1000/- for subsequent times.	It is essential to analyse the timelines of such complaints. Considering the pollution and dust on the roads, if such complaint is received when the bus is running its assigned route. Cleanliness issues caused due to dust and general pollution cannot be considered as a bidders fault. Penalty be capped at Rs.5,000/- per month	The clause is clear and will not be modified. Further, any complaint/report received is thoroughly checked and further action is taken accordingly.
10	Clause 25	13	For non-supply of leased bus(es) without prior information, penalty to the tune of Rs. 2000/- for the first day and Rs. 2500/- for the subsequent days for ordinary bus would be charged from the owner of the leased bus.	Penalty be capped at Rs.10,000/- for the term of the contract.	This penalty clause is self-explanatory and will not be modified.
11	Clause 28	14	The route on which the leased bus has to operate will be decided by Traffic Manager/General Manager of PRTC which may be changed by PRTC from time to time as per its requirements. The owner of the leased bus will have absolutely no control over the leased bus in respect of the route on which, it has to operate, the time and place at which it has to start, the places at which the leased bus has to stop enroute its destination	It is requested that PRTC provides the bidder the routes for the buses minimum 24 hours prior to the operation on such route and to ensure that the route so allotted meets the assured kms requirement.	The owner/operator is informed well in advance and the routes allotted will be such that they meet the assured km requirement.

			etc.		
12	Clause 29	14	29. The leased bus(es) shall be painted as per color scheme approved by the PRTC and <b>PRTC will have the right to display advertisement boards on the leased bus(es) in the interior and exterior portion of the leased bus</b> or install mobile phone 15 chargers/ Electronic Displays and the income earned from that shall be of the PRTC.	PRTC shall be liable to reimburse the owner of the leased bus in case any damage is caused to the interior or exterior of the buses and keep the owner of the leased bus fully indemnified in case of any litigation that may arise due to such advertisement.	As per the current advertisement agreement between PRTC and concerned firm, the advertisement can be displayed on the outdoor back panel of the bus only. The firm is liable in case of any litigation arising due to the advertisement displayed on the buses.
13	Clause 30	15	The driver of the leased bus will stop the bus, whenever and wherever the Conductor asks him to do so. The owner of the leased bus will have absolutely no operational control over the bus taken on lease by PRTC.	It is requested that the stops of the buses be pre-identified to ensure and organised operation.	The stops are already pre-identified.
14	Clause 32	16	In case the Driver of the bus fails to stop the bus on a checking signal given by the Inspectorate Staff of the Corporation, the Corporation shall be entitled to charge penalty of Rs. 1000/- per signal from the owner of the leased bus.	Penalty be capped at Rs.5000/-	This penalty clause is self-explanatory and will not be modified.
15	Clause 39	17	39. A penalty upto Rs.1000/- shall be imposed against the owner/ driver for negligence of the driver resulting into loss to PRTC by not picking up the passengers enroute, <b>late departures, early arrivals etc.</b> For	Considering that the conductor appointed by PRTC will be deciding/according clearance for starting the bus and deciding the stops of the bus, it is requested that	This penalty clause is self-explanatory and will not be modified. In case the conductor is at fault no penalty will be imposed.

			repeated negligence of such kind the contract with the Second Party can be cancelled besides forfeiting the Bank Guarantee.	no penalty for late departure/ early arrivals be levied on the owner/driver of the bus as the operation and route of the buses will not be under the control of the owner/driver.	
16	Clause 42	17	42. In case the owner of the bus or his driver violates any of the above conditions. MD PRTC reserves the right to terminate the contract after giving one month's notice.	The tender document does not consist of any clause demarcating PRTC's event of default. Thus, there is no exit clause for the owner of the buses in the tender for any default by PRTC. A clause to that effect is requested to be added.	Please refer to Clause no-36.
17	Clause 51	19	<b>51. Arbitration Clause</b> All the disputes and differences arising out in any way touching or concerning this deed whatsoever shall be referred to the sole arbitrator i.e. the Managing Director, Pepsu Road Transport Corporation, Patiala acting as such at the time of the 19 reference. The Managing Director PRTC or any authority nominated by MD, PRTC shall act as Arbitrator for settling any dispute arising between the parties. There will be no objection to such appointment that the arbitrator so appointed and in the course of his duties as such	It is requested that the Arbitration for settlement of any disputes be conducted by a 3 Arbitrators tribunal, wherein both the parties shall appoint one Arbitrator each and both the Arbitrators will appoint a presiding Arbitrator and the provisions of Arbitration and Conciliation Act shall be applicable thereon. The venue for Arbitration shall be Mumbai. Further, the Courts of Mumbai will have the jurisdiction for	The clause is self-explanatory and will not be modified.

			Government/Corporation servant he has expressed his views on all or any of the matters in dispute. The award of such arbitrator shall be final and binding on the parties to the agreement 52. In cases of dispute between the parties, the Courts at Patiala will have the jurisdiction for adjudication.	adjudication.	
18	Annexure C Undertaking	20	In future, if at any stage the first party intends for joint registration of the bus in the name of PRTC then second party shall not have any objection to it. In that event the repayment of the loan if any against that bus shall be the sole liability of the undersigned (second party).	The condition is arbitrary. Such a change must be done on mutually agreed terms.	The clause is self-explanatory and will not be modified.
19	APPLICATION FOR ORDINARY BUSES.	23	I/We undertake to abide by all the terms & conditions prescribed by PRTC and I certify that I am a resident of Punjab or Chandigarh or non-resident Indian of Punjab origin as specified in the terms and conditions.	<b>Internal team to note that the tender requires the bidder to be a resident of Punjab or Chandigarh or a non-resident Indian of Punjab origin.</b>	N.A.
20	LEASE AGREEMENT	26	9. Arbitration Clause All the disputes and differences arising out in any way touching or concerning this deed whatsoever shall be referred to the sole arbitrator i.e. the Managing Director, Pepsu Road Transport Corporation, Patiala acting as such at the time of the reference. The Managing Director PRTC or any authority	It is requested that the Arbitration for settlement of any disputes be conducted by a 3 Arbitrators tribunal, wherein both the parties shall appoint one Arbitrator each and both the Arbitrators will appoint a presiding Arbitrator and the provisions of	The clause is self-explanatory and will not be modified.



			<p>nominated by MD, PRTC shall act as Arbitrator for settling any dispute arising between the parties. There will be no objection to such appointment that the arbitrator so appointed and in the course of his duties as such Government/Corporation servant he has expressed his views on all or any of the matters in dispute. The award of such arbitrator shall be final and binding on the parties to the agreement</p>	<p>Arbitration and Conciliation Act shall be applicable thereon. The venue for Arbitration shall be Mumbai. Further, the Courts of Mumbai will have the jurisdiction for adjudication.</p>	
21	<p><b>Missing Clauses in the tender</b></p>			<ol style="list-style-type: none"> <li>1. No overall penalty capping</li> <li>2. No Escrow Account</li> <li>3. No clarity on sub-contracting and its conditions. No clause of sub-contracting</li> <li>4. No clauses specifying the obligations of the Authority and Bidder, making the tender vague.</li> <li>5. No confidentiality and indemnity clauses</li> <li>6. No clauses mentioning authority events of default.</li> <li>7. No termination on account of Authority event of default.</li> <li>8. No termination payment clause</li> <li>9. No payment security mechanism</li> <li>10. No clarity on</li> </ol>	<p>The Terms &amp; conditions are self-explanatory. Further no modification or addition in T &amp; C will be done at this stage.</p>

				the ownership of depots, depot infra requirements, maintenance requirements etc. 11. No clarity on the payment in case of termination due to force majeure event.	
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