

DELHI TRANSPORT CORPORATION
STRATEGIC BUSINESS UNIT
HAUZ KHAS BUS TERMINAL
NEW DELHI – 110 016 (INDIA)

REPLIES TO QUERIES ON 'REQUEST FOR PROPOSAL' (RFP) DOCUMENT

FOR SUPPLY OF 1000 FULLY BUILT CNG PROPELLED NON-AC & AC SEMI LOW FLOOR BUSES

GLOBAL RFP NUMBER: CGM/SBU/846/2008

DATE OF ISSUE: 03.03.2008

PRE-BID CONFERENCE HELD AT 10.30 HOURS ON 17th MARCH, 2008 AT ESSEX FARMS, AUROBINDO MARG, NEW DELHI – 110016.

AMENDMENTS/ CLARIFICATIONS SOUGHT BY DEPUTY GENERAL MANAGER – INSTITUTIONAL SALES, M/S. TATA MOTORS LTD., COMMERCIAL VEHICLE DIVISION, JEEVEN TARA BUILDING, 5-SANSAD MARG, NEW DELHI-110 001 VIDE LETTER NO. IS/RM/467 DATED 17TH MARCH, 2008.

RESPONSE OF DTC:

Sr. No.	Section of the RFP Document	Para/ Clause No. of Bid Document	Page No.	Recommendations/ Suggestion/ Remarks/ Proposal made by the Firm in their queries	Clarification from the Purchaser
1.	VIII	8.1	79	Braking system: Fitment of Drum type/ Disc Type should be allowed to the manufacturer.	No amendment.
2.	VIII	28.2	87	Seating Capacity: In line with AIS 023	Kindly refer to the amendments to the RFP Document.
3.	VIII	43	92	Persons with disabilities: (provision of wheelchair disabled friendly system to be deleted)	No amendment
4.	VI	46.7	63	The following Clause should be deleted: "Repairs due to accidents because of the reasons attributable to the defects/mechanical failure/fire of the bus shall be the responsibility of the Contractor."	Kindly refer to the amendments to the RFP Document.

AMENDMENTS/ CLARIFICATIONS SOUGHT BY DIVISIONAL MANAGER – SALES (PROJECTS), M/S. ASHOK LEYLAND LIMITED, NORTH , PLOT NO.76, INSTITUTIONAL AREA, SECTOR-32, GURGAON -122 001, HARYANA, VIDE LETTER nO SAL: VS: DTC-SLF 0318 DATED 18.03.2008.

RESPONSE OF DTC:

Sr. No.	Section/ Annexure of Bid Document	Para/ Clause No.	Page No.	Remarks/Proposal made by the Firm in their queries	Clarification from the Purchaser	Justification by DIMTS
1.	IV	17[ii]	18	In case final inspection is carried out at the Central W/S-1 of DTC, BBM, we may not be in a position to rectify the defects, if any, at DTC, as it may call for rectification only at our Works. We suggest that the final inspection is carried out at our Works so that defects noticed by the DTC Inspection Team are attended and a totally defect free vehicle is delivered to DTC. You will kindly appreciate that our aim is to have totally defect free vehicles when they are put in operation on Delhi roads. It is requested to waive off the clause of final inspection from DTC's Central W/S-1 to our Works for the benefit of all.	No amendment	It is a standard practice that the final inspection is carried out at the Purchaser's premises.
2.	V	1.2	22	- We request that the Warranty period be amended to 2 years or 1,50,000 kms, whichever is later, similar to the earlier tender for Low Floor buses. - Accident repairs due to reasons beyond Manufacturer's scope should be excluded.	No amendment	The Warranty Period requirement has been enhanced based on similar Warranty Period being prescribed by other STUs and being agreed by the VMs as well as superior Technologies involved in these buses. It is an operational requirement of the Purchaser.
3.	V	14 Correct is 14.2	27	Provision for supply of parts for 10 years from the date of supply of buses will be a reasonable period	No amendment	The provision for supply of parts should be at least equal to life of the bus of 15 years allowed as per the present norms/ law. The requirement of spare parts has been revised for a minimum period of 12 years after expiry of Warranty Period of each bus.

4.	V	15.3	28	We request DTC to exempt the bidders from submission of scaled model for this tender.	No amendment	The scaled model is required by the Corporation to know the indicative shape/ profile of the bus being offered by the supplier.
5.	V VI	20.9 5.6	31 45	While we will make all the efforts to meet the delivery schedule as per the commitment, we request deletion of the clause stating that "the contract shall be severable".	No amendment	This is a standard Clause in the procurement matters.
6.	VI	4.5	44	The performance Security submitted for this contract/ order shall be relevant to this contract/ order only. It should not be linked with any other contract.	No amendment	This is a standard Clause in the procurement matters.
7.	VI	4.9	44	We request deletion of this clause, as the same was not indicated in the earlier tender for Low floor buses	No amendment	Fresh Performance Security is required only in the event of the encashment of the Performance Security already furnished as per the requirement of the contract pursuant to the encashment notice issued. This is a standard Clause in the procurement matters. Such a provision was also specified in Clause-4.5 of GCC in the 525 LF Buses Tender.
8.	VI	7.3	45	Our Endeavour will be to complete the supplies of ordered quantity within quoted delivery period subject to Force Majeure Clause at our works and works of our suppliers/ vendors /sub-contractors. Hence, we request that Force Majeure covers not only our works but also of our suppliers / vendors / sub-contracts.	No amendment	The contract is in between the Purchaser and Supplier only. Hence others cannot be covered under the Clause.

9.	VI	8.1	46	<p>We request levy of LD based on delivery commitments as given in Clause 20.9 of ITB</p> <p>Proposed Delivery :</p> <table border="0"> <thead> <tr> <th></th> <th>Non-AC</th> <th>AC</th> </tr> </thead> <tbody> <tr> <td>6 months</td> <td>Proto</td> <td>Proto</td> </tr> <tr> <td>6+3 months</td> <td>-</td> <td>40%</td> </tr> <tr> <td>6+4 months</td> <td>40%</td> <td>-</td> </tr> <tr> <td>6+5 months</td> <td>-</td> <td>75%</td> </tr> <tr> <td>6+6months</td> <td>-</td> <td>COMPLETION</td> </tr> <tr> <td>6+9months</td> <td>75%</td> <td>-</td> </tr> <tr> <td>6+12months</td> <td>COMPLETION</td> <td></td> </tr> </tbody> </table>		Non-AC	AC	6 months	Proto	Proto	6+3 months	-	40%	6+4 months	40%	-	6+5 months	-	75%	6+6months	-	COMPLETION	6+9months	75%	-	6+12months	COMPLETION		No amendment	In the Tender, the month-wise delivery schedule is to be given by the Supplier. Hence the liquidated damages also need to be imposed, if any, on monthly basis and not on quarterly basis.
	Non-AC	AC																												
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10.	VI	8.2	46	We request that the maximum LD to be charged be 5%	No amendment	This is a standard Clause in the procurement matters. Maximum 10% LD levying Clause was also stipulated in the 525 LF Buses Tender (Clause-8.2 of GCC).																								
11.	VI	8.3	46	We request deletion of this clause, as the pre-estimated damages have been left to be open ended and is required to be fixed prior to the offer date by the Tenderers	No amendment	Failure to ensure 95% availability of buses during Warranty Period and 92% availability of buses beyond Warranty Period under AMC, attract levy/ deduction of pre-estimated damages @ Rs.2,000/- per bus per shift which is based on the present average earnings per bus per shift. These pre-estimate damages need to be reviewed after each financial year and refixed based on the gross average earning per day per bus for these Low Floor Buses during the last financial year, provided the same is on higher side. However, the Contractor should ensure compliance with the availability of 95%/ 92% of these buses which would not have any affect in the event of higher refixation of the pre-estimate damages. This provision was also stipulated in the 525 LF Buses Tender (Clause-8.3 of GCC).																								
12.	VI	11	47	We request that Force Majeure covers not only our works but also of our suppliers / vendors / sub-contracts.	No amendment	The contract is in between the Purchaser and the Contractor only. Hence the works of others cannot be covered under the Clause.																								

						This is in line with the 525 LF Buses Tender.
13.	VI	24.1	54	<p>1. Warranty period will be for a period of two years or operation of buses up to 1,50,000 kms whichever is later as per earlier tender.</p> <p>2. The overall Warranty period of 1.5 lakh kms/ 2 years remains unaltered/ independent of modifications</p>	No amendment.	<p>The Warranty Period requirement has been enhanced in view of superior technologies involved in these buses and also based on similar Warranty Period being prescribed by other STUs in the orders issued to the VMs (Documents enclosed).</p> <p>It is an operational requirement.</p>
14.	VI	24.3 46.22	54 65	<p>The time taken for regular maintenance/ AMC repairs should not be reckoned for the purpose of availability calculation.</p> <p>We request that the total number of hours be reckoned in lieu of shift availability for the purpose of percentage availability.</p> <p>95% availability should be based on total fleet size and not on individual basis of buses.</p> <p>Selected days on which 100% availability is required in morning shift should be pre-disclosed at least a month earlier.</p>	No amendment	<p>Availability of 5% of the Depot fleet during Warranty Period & 8% of the Depot fleet beyond Warranty Period is to take care of for regular maintenance/ AMC repair, as such, the proposal is not acceptable.</p> <p>In order to ensure availability of maximum number of buses for operation and convenience of the commuters, bus-wise availability is stipulated.</p> <p>As already clarified above, 95% availability shall be based on each bus as stipulated, as such, the proposal is not acceptable.</p> <p>In the event of flash strike by Public Operator buses, it may not be possible to disclose the same before hand, as such, the proposal is not acceptable.</p>
15.	VI	35.1	59	Required quantity of Service Manuals and Spare Parts catalogue shall be delivered within overall quoted delivery period for the buses.	No amendment	To prepare/ familiarize Repair & Maintenance Staff, these Manuals/ Catalogues should be supplied as stipulated.
16.	VI	35.2	60	Submission of price breakup – component-wise is not relevant to the Contract and hence, need not be furnished. We request deletion of this clause.	No amendment	To safeguard the interest of the Purchaser against unreasonable escalation of prices, submission of component-wise price break up need to be furnished as stipulated.

17.	VI	43	61	Final Acceptance to be completed and certificate issued within fifteen days of receipt of the buses by the consignees. Commissioning of buses can be done by DTC at any time immediately thereafter.	No amendment.	To safeguard the interest of the Purchaser against non-satisfactory commissioning, the Final Acceptance Certificate to be issued as stipulated.
18.	VI	44	61	We request that the date of last amendment be reckoned for contractual delivery period.	No amendment	The amendments need to be made sometime during the course of execution of the contract keeping in view the various unanticipated ground realities.
19.	VI	46.1	61	Damage due to accident on body, tyre, lights, glasses, etc to be excluded from scope of AMC	Kindly refer to the amendments to the RFP Document.	The option of back-end tie up with insurance company has also been explored. The financial implication is more than Re.1/- per Km. Moreover the insurance coverage shall be in the name of the owner (DTC) of the bus and not its bailey or agent. In order to avoid situation of unexpected higher quotes due to element of uncertainties DTC may include material cost only payable by the purchaser. In all cases, the labour cost under any circumstances shall not be borne by the purchaser and shall be borne by the Contractor. 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, rebate @5% of the list price shall be given by the Contractor to the Purchaser towards retaining the unserviceable/ defective parts/ items by the Contractor in lieu of scrap.
20.	VI	46.2	62	1. The time taken for regular maintenance / AMC repairs should not be reckoned for the purpose of availability calculation. Similarly, downtime on account of reasons beyond the scope of contractor like tyre puncture etc should not be reckoned for the purpose of	No amendment	5% provision of availability of buses during Warranty Period and 8% provision of availability of buses beyond Warranty Period is to take care of regular maintenance/ AMC repairs also.

				<p>availability calculation.</p> <p>2. We request that the total no of hours on road be reckoned in lieu of shift availability for the purpose of percentage availability.</p> <p>3. For every bus, a joint record should be maintained by the representative of the purchaser and the contractor (as indicated in the last tender).</p>		<p>Since the Purchaser will be operating buses on the basis of shifts, as such, number of hours on road cannot be the basis to reckon the availability of buses.</p> <p>The same provision in respect of maintaining bus wise record by the purchaser and inspection by the contractor, if required, has been stipulated.</p>
21.	VI	46.6 24.3	62 54	<p>Our endeavour will be to meet uptime requirement. However execution of AMC will be subject to Force Majeure condition applicable to your operating sites, workshops and depots and our works, works of our suppliers and subcontractors. We request that the pre-estimated damage amount should be fixed during the pre-bid meeting and not subject to review based on the gross earning of bus as the tenderers are required to quote a firm price for the AMC period.</p>	No amendment	<p>The Contract is between the Purchaser and the Contractor only. Hence the works of others can not be covered under the Force Majeure Clause.</p> <p>The pre-estimated damages cannot be fixed during the Pre-bid conference as the same will be reviewed after each financial year and refixed based on the gross average earnings per day per bus for these Low Floor Buses based on the last financial year, provided the same is on higher side. However, the Contractor should ensure compliance with the availability of 95%/ 92% of these buses which would not have any affect in the event of higher refixation of the pre-estimate damages.</p>
22.	VI	46.7	63	<p>Reason should be jointly established and any accidental damages due to operational lapses will be the responsibility of purchaser</p>	No amendment	<p>In order to resolve the matter, the decision of the Purchaser will be final and binding as stipulated in the Clause.</p>
23.	VI	46.10	63	<p>1. Separate meter for Electricity and Water shall be provided.</p> <p>2. DTC to spell out clearly the details of 'Other' Charges mentioned in the Clause.</p>	No amendment	<p>The contractor can obtain separate connection/ meter for Electricity and Water from the authorities and the Purchaser will assist, if so required.</p> <p>Like Electricity and Water, such other charges/ bills etc. the Contractor has to incur in providing the AMC services.</p>

				<p>3. Facilities like pit and ramp to be provided by DTC.</p> <p>4. Minimum 50 buses per depot should be allotted.</p>		<p>The existing facilities available in the Depot with the Purchaser will be offered to the Contractor.</p> <p>The Purchaser will try allotment of more than 50 buses per Depot to the extent possible subject to availability of space and number of buses.</p>
24.	VI	46.11	64	Major repairs, wherever possible, can be carried out at purchaser's depots	No amendment	In view of the non-availability of the requisite infrastructure at Purchaser's Depots, major repairs shall be undertaken at the Contractor's own workshop. Even the major repairs of the existing fleet of the Purchaser is not being carried out at the Depots for want of the same
25	VI	46.12	64	<p>1. Payment for AMC to be made on monthly basis with in 7 days from submission of bills once a month. Delayed payment will attract 1.8% interest per month.</p> <p>2. Three months advance to be paid by DTC which shall be settled after AMC tenure</p>	No amendment	<p>Since the buses will be operated from various depots as such collection & verification of Data will be a voluminous exercise, as such, monthly payment is not feasible.</p> <p>In Government Departments, no interest & advance payment is normally made. Also, the payment is made only after the services are rendered by the contractor.</p>
26	VI	46.14	64	<p>We require minimum 15 days for FC related jobs.</p> <p>No of days the vehicle is off road due to FC related jobs should not be considered for Vehicle Availability calculation.</p> <p>Cost of taking fitness certificate should be owned by DTC.</p> <p>Such activities are required to exclude from</p>	No amendment	<p>One of the purposes of outsourcing AMC is to optimize the availability of maximum number buses for the convenience of the commuters, as such, the proposal is not acceptable.</p> <p>The contractor has to plan and organize the activities without wastage of time.</p> <p>The expenditure towards FC, PC etc. is part of the AMC.</p> <p>It is an operational requirement of the</p>

				AMC.		Purchaser, as the proposal is not acceptable.
27.	VI	46.16	64	Mileage covered to be based on Odometer reading to take care of Change in route, Traffic diversion and dead KMs	No amendment	The actual Kms. operated by the bus and recorded on the driver's memo and Purchaser's Control Room are the authentic Kilometerage and the AMC charges are linked to revenue Kms.
28.	VI	46.17	64	AMC will be carried out by AL Authorized persons	No amendment	No Sub-contracting of AMC shall be permissible as stipulated in the RFP Document.
29.	VI	46.18	64	Upkeep and maintenance to be jointly decided by AL and DTC	No amendment	The Contractor shall be responsible for all upkeep and maintenance including exterior & interior cleanliness and presentability of the bus and the decision of the Purchaser shall be binding on the Contractor in this regard as stipulated. It is an operational requirement of the Purchaser.
30.	VI	46.21	65	AMC should not be wound up by DTC before expiry of a period of 5 years	No amendment.	It is a standard Clause in the procurement/ service matters. However, the AMC will be for a period of 12 years or 7,50,000 Kms. whichever is later.
31.	VI	46.23	65	We request deletion of this Clause.	No amendment.	It is a standard Clause in procurement matters. The Contractor has to be responsible for any challan/ fine/ prosecution etc. arising due to his negligence.
32.	VI	46.26	65	Maintenance of Advertisement boards / equipments will not be part of AMC	No amendment.	It is an operational requirement of the Purchaser.
33.	VI	46.27	65	Current Battery and Alternator capacity will be adequate to take care of OE Electrical load. In case of any add on equipments, Load ratings to be provided to decide Battery and Alternator capacity	No amendment.	The Contractor has to make assessment of extra load ratings of the value added services indicated in the Clause to ensure adequate capacity of alternator and battery current and to take care of the same. It is an operational requirement of the Purchaser.
34.	XI	3.1	185	PROPOSED CHANGE: Procedure as suggested for foreign bidders should apply to indigenous bidders also	No amendment	In the case of foreign bidder manufacturing buses overseas, the testing of the material etc. has to be done in their country and it is not feasible to depute the teams for sealing of samples frequently. Whereas in case of Indian bidders manufacturing buses in the

						country, it is feasible to depute the team for the purpose. Hence, not acceptable.
35.	VIII	2.1	72	<p>The bus shall be designed to carry commuters including in the city area with ease of boarding and alighting especially for ladies, children & senior citizens.</p> <p>Removal of requirement clause: "The Contractor shall provide wheel chair disabled friendly access system along with dedicated parking slot in the bus."</p>	No amendment	With 1200 mm wider doors we may have provision of wheelchair disabled friendly system. In normal course the space can be utilized by standee passengers.
36.	VIII	3.3	76	<p>PROPOSED CHANGE-1: To ascertain whether there is sufficient tractive force to pull over load of 20% above GVW during peak hours over 17% gradient, a self certificate from the contractor shall be provided</p> <p>OR</p> <p>PROPOSED CHANGE-2: To ascertain whether there is sufficient tractive force to pull at GVW of 16200 kg, during peak hours over 17% gradient, a certificate from approved test agency will be specifically required.</p>	No amendment.	DTC buses run with over load in peak hours besides they have to ply over number of fly overs in a congested traffic condition. There is a requirement of extra power to take care of these eventualities. Testing agency should be told by the bidder to carry out test as per customer requirements which may be beyond CMVR being customer specific.
37.	VIII	8.1	79	<p>The braking system shall be full pneumatic type with fail-safe dual circuit having four-way protection</p> <p>valve, auto slack adjuster, drum brake (front wheels), drum brake (rear wheels)</p>	No amendment.	Braking System as specified in the RFP document is a safety requirement, hence no change.
38.	VIII	26	86	All handrails shall be of Aluminium of 32 mm dia and Slip resistant	No amendment.	In order to have strength of handrails, MS Tube is required.
39.	VIII	27.1	86The stanchions shall be of min 38.0 mm dia and min 3 mm thick Aluminium tubing with surface of colour contrasting and slip resistant	No amendment.	In order to have better strength, hence, no change.

40.	VIII	30.5	87	A Passenger Barrier assembly of Aluminium tubular construction of max 38 mm dia as per AIS 046 / Bus body code...	No amendment.	It is a safety requirement.
41.	VIII	28.1 28.2	86 87	Proposed change - 1 Minimum seating capacity shall be 44 nos. (Excluding driver) is possible with four seats facing towards rear. OR Proposed change - 2 Minimum seating capacity shall be 40 nos. (excluding driver) with all front facing seats	Kindly refer to the amendments to the RFP Document.	With provision of wheelchair the Seating Capacity should be in line with AIS 023.
42.	VIII	28.2	87	Minimum seating capacity shall be 44 nos. (Excluding driver).	Kindly refer to the amendments to the RFP Document.	With provision of wheelchair the Seating Capacity should be in line with AIS 023.
43.	VIII	56	98	The fully built bus shall be covered under Warranty/ Guarantee for 1,50,000 Kms. or 2 years whichever is later from the date put into operation after registration. All the assemblies, sub-assemblies, fitments, components would be covered under Warranty Period as per Clause- 24 of General Conditions of Contract.	No amendment.	The warranty period has been enhanced in order to ensure optimum fleet utilization/ vehicle utilization and being new technology etc.
44.	VIII	3.12	77	...the entire exhaust pipeline after exhaust manifold shall be of stainless steel/ERW tubes with anticorrosive treatment and heat resistant paint...	No amendment.	ERW pipes get corroded during use thereby adversely affecting the functioning of after treatment devices provided in the bus to check exhaust emissions. Besides Lambda measurement is also not possible hence stainless steel pipe has been recommended.
45.	VIII	46.1	93	... The cross section of the battery cable shall not be less then 50 mm²...	No amendment.	Due to additional load of GPS unit and electronic boards, besides other electrical/ electronic gadgets, the requirement prescribed is in order.