

Confidential

DELHI TRANSPORT CORPORATION
(Govt. of NCT of Delhi)

Minutes of 6th Meeting of 2014 of the DTC Board held on
12.12.2014 at 12.00 noon at DTC H.Qrs.

PRESENT:

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|----|---|-------------|
| 1. | Smt. Debashree Mukherjee, IAS
Chairperson & MD, DTC | Chairperson |
| 2. | Shri M.M. Kutty, IAS
Principal Secretary (Finance),
Govt. of NCT of Delhi | Director |
| 3. | Shri Gyanesh Bharti, IAS
Commissioner (Tpt.),
Govt. of NCT of Delhi | Director |

Principal Secretary (Land & Building), Govt. of NCT of Delhi; Joint Commissioner of Police (Traffic), Delhi; Commissioner (Planning), DDA and F.A. & C.A.O., DTC could not attend the meeting.

ALSO PRESENT:

1. Shri P.S. Uttarwar, Addl. Commissioner (Planning), DDA;
2. Shri B. Das, OSD to CMD/Secretary DTC Board.

The meeting of the DTC Board was adjourned for 30 minutes and re-scheduled for 12.30 p.m. for want of quorum as per provisions contained in Clause 6 titled "Quorum" of DTC (Meetings) Regulations, 1991 and the Directors were duly informed over telephone accordingly. The adjourned meeting was convened with the permission of the Chair at 12.30 p.m.

12.12.2014 at 12.30 p.m. in the Conference Room, DTC Hqrs.

PRESENT:

1. Smt. Debashree Mukherjee, IAS
Chairperson & MD, DTC
Chairperson
2. Shri M.M. Kutty, IAS
Principal Secretary (Finance),
Govt. of NCT of Delhi
Director
3. Shri Gyanesh Bharti, IAS
Commissioner (Tpt.),
Govt. of NCT of Delhi
Director

Principal Secretary (Land & Building), Govt. of NCT of Delhi;
Joint Commissioner of Police (Traffic), Delhi; Commissioner
(Planning), DDA and F.A. & C.A.O., DTC could not attend the
meeting.

ALSO PRESENT:

1. Shri P.S. Uttarwar, Addl. Commissioner (Planning), DDA;
2. Shri B. Das, OSD to CMD/Secretary DTC Board.

**Confirmation of minutes of 5th meeting of 2014
of the DTC Board held on 20.11.2014.**

Confirmed.

Resolution No.77/2014 : Item 72/2014: Procurement of 1380 fully built Non Air-conditioned 900mm Floor Height Semi Low Floor CNG Propelled City Buses with maintenance – Status Note for further decision.

(S/Shri R.K.Kasana, Chief G.M.(SBU); Kamlesh Gupta, Dy.CGM (SBU); S.P.Sethi, Consultant & Asish Mishra, Head - Consultancy, CIRT, Pune were called in.)

With the permission of the Chair, Supplementary Note dated 12.12.2014 was placed on the table.

The Board was apprised of the contents of the Agenda item & Supplementary Note for consideration of the request of M/s. Tata Motors Limited (TML) – single & sole bidder in respect of operational clarifications sought in the subject Tender in its Bid.

2. The Board's attention was drawn to Para-II (7) of the Agenda Item wherein Shri VS Naronha, Vice President of TML submitted that they have been dealing with the Government Departments and know that once the Tender is frozen and bids submitted, no change can be made in the terms & conditions of the RFP and reiterated that none of the clarifications/ issues raised by TML are in any way required modification of RFP terms & conditions. TML's main concern is in respect of operational difficulties experienced during execution of the existing contracts with DTC. TML has sought clarifications in respect of the operational difficulties which are not defined in the frozen RFP. TML suggested that the clarifications on the operational issues may be included in the form of addendum to the Contract/ LOA. TML requested that the clarifications on the operational issues sought by them should be clarified by DTC before TML may close the issues for proceeding further in the tendering process.

3. The issue-wise operational clarifications sought by TML in its bid, during the course of processing of its Bid and confirmed vide its letter dated 11.12.2014 (Annexure-'XIII') tabulated as under:

<u>Sl. No.</u>	<u>Operational Issues</u>	<u>Comments</u>
A	For repairs of accidental/ damaged buses on the part of DTC drivers or damages to the buses due to vandalism/ riots not on the part of TML, a Work Order will be issued by DTC. Repairs of such damaged buses shall commence	It is in order as per existing RFP provision except Work Order will be issued for such repairs in place of existing Accident Intimation Report [AIR] to avoid delay in signing of AIRs by DTC & TML's

	from the date of issue of Work Order. Such damaged buses will be considered outside availability clause upto the extent of agreed shift loss.	representatives and to streamline the procedure. There is no financial implication.
B	Depots complete in all respects and certified by CIRT would be handed over to TML for provision of Plant & Machinery. Date of handing over of workshop space to TML will be the cut off date for calculation of six month period allowed for completion of infrastructure on the part of TML in place of date of issue of LOA.	As per amended Clause-46.12.2 of GCC of RFP, CIRT alongwith DTC will work out standard requirement of infrastructure (civil & electrical) pertaining to maintenance of buses in depots and creation of such infrastructure will the responsibility of DTC. In order to avoid any dispute, once the depots complete in all respect and certified by CIRT would be handed over to TML for provision of Plant & Machinery. There is no financial implication.
C	Spare Parts Catalogue & Price List should be finalized by DTC within three months of start of operation. The finalization of Spare Parts Catalogue & List Price will be within three months from the date of submission of Spare Parts Catalogue & List Price by TML duly approved by ASRTU as per the Contract.	In order to prevent delay in finalization & approval of Spare Parts Catalogue & Price List and to settle accidental repair bills in time, the request is in order and has no financial implication.
D	Basic Price of the bus will remain firm. All statutory levies/ taxes as applicable on the date of delivery will be payable at actual in case the delivery is made as per the original delivery schedule.	It is in order as per RFP and also prevent dispute in the event of any statutory levies/ taxes imposed by the Government and applicable during the execution of the contract.
E	Route kilometers will be verified by TML & DTC where the bus/ buses to be plied and jointly signed by TML & DTC.	The RFP provides for the route kilometers indicated in the driver's memo for payment of AMC bills. In order to prevent any discrepancy in the route kilometers recorded in the driver's memo vis-à-vis actual route kilometers, the request is in order having no financial implication.
F	Lead time required for additional delivery period proportionate to the delivery period of the initially ordered quantity excluding the time of submission of prototype, may be allowed	It is in order as per the RFP having no financial implication.
G	Depot-wise fleet availability of 92%/ 90% buses will be calculated using shift-wise availability of buses on daily basis to be summed up on monthly basis. It implies that the Contractor	Both the parties agree to that DTC's Consultant – CIRT, Pune may work out a calculation sheet for 92%/ 90% availability as per AMC Clause-46.5 of GCC of the RFP. The request is in

	shall make available depot-wise fleet availability of 92%/ 90% of buses in shifts (morning & evening) to be summed up on monthly basis. TML requested calculation to be as per (Annexure-‘J’) of TML’s Bid in reference to AMC Clause-46.5 of GCC (Annexure-‘XI’). It was discussed that a calculation sheet for 92%/ 90% availability of buses in the light of the provisions of Clause-46.5 may be worked out by DTC’s Consultant – CIRT, Pune and added as an example to avoid any discrepancies lateron.	order to prevent discretion and disputes in calculation of the required availability of buses as per the RFP.
H	Type approval of prototype to be signed by both the parties – TML & DTC.	It is in order to manufacture buses as per the type approved prototype bus.
I	Contract Management Committee [CMC] as provided in the amended Clause-11.3 vide Addendum No.1 dated 24.07.2014 under CGM-(Finance) & CGM-(Technical) comprising of all RMs, the concerned DMs and the representative of TML. The functions of the CMC will be mutually agreed by DTC & TML	As per the amended Clause-11.3 of ‘Instructions to Bidder’ [ITB] of RFP provided that in case of rise of any critical issue, Contract Management Committee will decide the issue on case to case basis. In order to maintain clarity, the constitution of the Committee comprising of DTC & TML representatives has been indicated.
J	Replacement and/ or additional graphics as required on account of any Government Notification during AMC Period by TML will be only on request basis by DTC. TML is not liable for non-availability for such reasons and no penalty should be charged.	Clause-46.3 of GCC of the RFP stipulated that the Contractor shall be required to maintain/ replace all graphics/ registration nos. both interior & exterior of the buses including additional graphics as required/ on account of any Government Notifications during AMC Period. DTC will request TML to provide such graphics during the execution of the Contract and no pre-estimated damages may be levied during replacement of such additional graphics. There is no financial implication.
K	Both TML & DTC will share all the information/ data pertaining to operation & maintenance of buses under the comprehensive AMC in order to maintain transparency in execution of the contract.	The request is in order to maintain transparency in smooth execution of the contract.
L	In case of breakdown/ accident of bus on line, DTC driver should be available on such bus as and when TML	It is DTC’s existing procedure & practice that the driver of the breakdown & accident bus on line

	maintenance team visits the bus for recovery/ maintenance	shall not leave the bus. As such, the request is in order.
M	In case of a bus made available for out-shedding shift duty by TML and the same is not out-shedded by DTC, the reasons for the non-out-shedding of the said bus should be recorded in the daily out-shedding statement to be jointly signed by both TML & Depot Manager.	The request is in order to prevent dispute and to maintain transparency for smooth execution of the contract.
N	Fitment of cameras and such other value added services/ fitments in the buses should be carried out after technical advice from TML	Clause-46.29 of GCC of the RFP reserves the Purchaser's right to install value added services such as CCTV, Cameras/ Phone/ Entertainment & Information Equipments etc and other gadgets/ equipments such as Automatic Vehicle Tracking System, Global Positioning System, Automatic Ticketing Machine etc. The above fitments may be carried out after technical advice from TML for proper installation compatible with the bus system. It is in order to prevent dispute for smooth execution of the contract.
O	In the event of transfer of buses from one depot to another depot by DTC in bulk, one month's time may be allowed to TML to reorganize its maintenance facilities & activities. Cost of transfer of buses and equipment would be on account of DTC.	It is fair & reasonable in the event of transfer of buses in bulk say more than 35 buses on the part of DTC to provide one month's time to TML to re-organize its activities on DTC's account. This is also current practice.
P	DTC will apply to Indraprastha Gas Limited [IGL] for fuel certificate on receipt of the same will pass on to TML.	It is in the interest of both parties that Fuel Certificate be obtained from IGL to assure about its quality.

4. Shri Ashish Misra, Head – Consultancy, CIRT, Pune also confirmed that the above issues pertain to operational clarifications sought before hand by TML based on their experience in the existing contracts to avoid disputes and to prevent discretion by depot authorities in the absence of such clarifications. These clarifications are not explicitly described in the frozen RFP being routine operational issues. Keeping in view long term nature and for smooth execution of the contract, it may be in order to incorporate the above operational clarifications in the form of Addendum-2 to the LOA.

5. The Board was also informed of two flagged issues brought out in Para-III of the Agenda Item regarding any sudden revision in CMVR norms during the execution of the contract and delivery period from the date of LOA.

6. The RFP under Clause-11.3 of ITB stipulated that 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 Rule, 1993 (DMVR) alongwith any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery/ registration of buses with Transport Department, Government of NCT of Delhi.

7. TML undertakes to the supply of buses with specifications that will comply with the CMVR Norms as applicable within the contractual delivery period. In case of unforeseen CMVR Norms coming into force within the contracted delivery period, TML reserves the right to pre-pone manufacture of buses with the contracted specifications only. However, in case, there is a delay in the delivery of buses by TML beyond contracted delivery period, TML will bear the cost of additional requirements to meet the new CMVR Norms. The earlier contention of TML to carry out any sudden changes in CMVR such as Automatic Transmission, Air Suspension & Disc Brakes on all wheels etc at additional cost has been withdrawn. As such, there is no financial implication involved as per the latest confirmation by TML vide letter dated 11.12.2014.

8. The RFP Clause-20.8 & 20.9 of ITB and Clause-5 of GCC stipulated that delivery of prototype bus within six months from the date of despatch of Letter of Acceptance [LOA] and delivery of the total quantity shall be within 18 months from the date of LOA. However, TML earlier insisted for prototype bus to be offered for inspection within six months along with Type Approval Certificate and delivery of remaining buses be completed within 12 months from the date of approval of prototype bus.

9. TML vide its latest letter dated 11.12.2014 stated that DTC will issue LOA after due discussions with TML on the terms and conditions of the contract and date of this LOA will form the basis for calculation of the contracted delivery period. The earlier contention of TML in respect of delivery period has been withdrawn. TML has now accepted the RFP provision now and there is no financial implication involved.

10. In case, the above operational clarifications as sought by TML are approved by the Board, DTC's Consultant-CIRT, Pune will reevaluate the Techno Commercial Bid and give its final recommendations. If the Techno Commercial Bid is found responsive by DTC's Consultant, the Corporation may open the Financial Bid of the single bidder – TML.

11. After due deliberations on the above operational clarifications and flagged issues, the Board decided to approve the operational clarifications as brought out in Para-3 above keeping in view there is no financial implication involved, do not modify the RFP, improve transparency and reduces the possibility of disputes in the long run. This will help DTC to execute the contract smoothly.

12. The Board authorized CMD to open Financial Bid in case the Techno-Commercial Bid of TML is found responsive by DTC's Consultant – CIRT, Pune on re-evaluation.

Resolution No.78/2014 : Item 73/2014: Engagement of Dr. S.P. Gupta, Chief Medical Officer as CMO (On Contract) w.e.f. 1.1.2015 after his retirement i.e. 31.12.2014 for a period of six months.

(Shri A.K.Goyal, Chief G.M. (P) was called in.)

The Board considered the agenda item and in view of the position explained therein, accorded approval for engagement of Dr. S.P. Gupta, Chief Medical Officer as CMO in DTC, on Contract, w.e.f. 1.1.2015 after his retirement i.e. 31.12.2014 for a period of six months. He will be paid emoluments as per the existing directions of Govt. of NCT of Delhi.

2. Further, the Board authorized CMD, DTC to extend his tenure as per requirement under intimation to the Board.

Resolution No.79/2014 : Item 74/2014: Framing of Recruitment Rules for the posts of Dy.CGM (SBU) and Dy.CGM (Security) meant for direct recruitment or deputation.

(Shri A.K.Goyal, Chief G.M. (P) was called in.)

The Board considered the agenda item and after detailed discussion, accorded approval of the proposed Draft Recruitment Rules for the posts of Dy.CGM (SBU) and Dy.CGM (Security), meant for direct recruitment or deputation, as annexed at Annexure 'B' & 'C' to the agenda Item.

Resolution No.80/2014 :Item 75/2014: Scrapping norms for scrapping/deletion and disposal of AC and Non AC Low Floor CNG Buses from the fleet of the Corporation on 'As is where is condition'.

(S/Shri R.K.Kasana, Chief G.M.(O&T) & Qamre Alam, Sr.Mgr.(Mech.) were called in.)

The Board, in view of the position explained in the agenda item, accorded approval of the following:

- i) The norms for scrapping/deletion and disposal of AC and Non AC Low Floor CNG Buses be fixed as 12 years of life and 7.5 lac Kms. of operation, whichever is later. However, in specific case(s) where the bus remains held up for long time due to unavoidable reasons and is unable to complete 7.5 lac Kms. of operation up to 15 years, then the vehicle may be scrapped after 15 years of life with the approval of CMD depending upon the merit of each case.
- ii) AC and Non AC Low Floor CNG Bus can also be scrapped/deleted and disposed including prematurely, from the active fleet as per scrapping procedure already circulated vide No. CWS.II/Dy.CGM (M)/6(4)/94/41 dated 23.03.94.

**Chairperson-cum-M.D.
Delhi Transport Corporation**