



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का एक संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC/CO/ST/PUR/08.11.177

Dated: 15/11/11

To All

Sub: Clarification of the quarries raised by a tenderer.

Some of the tenderer have raised some quarries against the DMRC Tender no: No. DMRC/CO/ST/PUR/08.11.177 dt: 22/09/11 due on 05/12/11.

The details of the quarries and clarifications given by DMRC are as follows:

S.n	Tender reference	tender requirement	Quarries raised by the firm	Remarks by DMRC
1	Keys dates App. 2	The total quantities of TVM are required to be shipped in one shot. Commissioning duration from line 1 till in 4 months	Can we ship the TVM in separate batches, while keeping the commissioning Key Dates as mentioned in the Appendix 2 ? i.e. Shipment line 1 @ D0+8 ; shipment line 2 @ D0+9 ; shipment line 3 @ D0+10, ... ?	See Addendum -1.
2	No reference	Token Container for operation?	Do we have to include Token Container for operation? If yes How many?	Yes, One additional Token Container per TVM to carry Token in addition to token container required for TVM operation
3	App. 3	Local manufacturing	Can we assume that this requirement means: local procurement? typically Touch Screen, Bank Card Reader	DMRC expect that the items mentioned in Appendix 3 should compulsory be manufactured in India. Manufacturing can include assembling and/or production in India
4	NIT page 1 of 2	Off-Shore & On-Shore portion	Could we have 2 separate contracts as for other DMRC tenders?	NO, splitting of contract is not possible.
5	PS 3.4 ; 3.5 and 4.1.1.12	Both "CC" and "CS" are used.	Can we assume that the abbreviation "CC" and "CS" are both referring to TVM Central Server?	See Addendum -1.
6	PS 1.3 Part 2	"The station equipments send the data to AFC Station computer (SC) ,.....	We assume that this statement refers to the existing system. The data for new TVM are not processed at Station level but only at Central Level.	The data from TVM will be processed at TVM CC. See Addendum -1.



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7	PS4. 1.3 Part 9	Security SAMs for Reader/writers. Reader/writer shall be given by DMRC. Equipment DSMs.	- Security SAM - Does it mean CCHS will provide CSC keys in a SAM for each equipment? - Does DMRC provide the SAM in the Reader/Writer? - Is the equipment DSM referring to the above mentioned SAM? Or Is it a PKISAM as used in current DMRC Thales system?	Yes, CCHS will provide CSC keys in SAM for each equipment which will include for Reader/Writer. The same SAM will contain the equipment information also.
8	PS 4.1.3 Part 8	Token Containers: "...Exact token quantity count to be maintained. This stock data shall be sent to TVM CC/SC on container replacement automatically. Stock status for current and last replaced container."	The TVM data are only processed at Central Level. No report, log file available at station level.	Yes, TVM data will be processed at TVM CC. See Addendum -1.
9	PS 7.12	Troubleshooting aids "Failure codes shall be transmitted to SC with a data and time."	Ditto item 8 above	See Addendum -1.
10	PS 7.15	Software downloading "Downloading of commands and parameters shall be accomplished remotely from OCC through SC."	Ditto item 8 above	See Addendum -1.
11	PS 10.1	Maintainability test (PS page 91) Item H "Demonstration of SC operation relative to the TVM equipment."	Ditto item 8 above	See Addendum -1.
12	4.1.6 (ii)	Identification and blacklisting of fraudulent, stolen / lost equipments	Is this blacklisting function performed by the CCHS and included in the existing equipment blacklist?	Yes, Blacklist function will be performed at CCHS level and parameters will be downloaded from CCHS to TVM CC. Further TVM CC will download the blacklist parameters to TVM's.
13	4.1.9 (ii)	Read non resettable transactions and audit register when power off	Could you clarify the requirement? How to read when power off?	See addendum 1
14	4.1.13 (iii)	"Suitable web intelligence software for accessing reports remotely shall be provided". Where shall it be installed?	---	See addendum 1



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15	4.1.18	Type A smart card reader.	Shall we assume that TVM will issue only Mifare Ultra light tokens and add value on Desfire card only? Type C cards and tokens are not required?	Yes, TVM will process Mifare Ultralight token and Desfire 4k Cards.
16	3.2 - 2 - c	c). Contactless Smart Card (ISO 14443 & ISO 18092) To be introduced shortly by DMRC.	What type of card is it? Could we get more precise requirement?	Contactless Smart Card (ISO 14443 & ISO 18092) will be introduced in future. Detailed will be finalized during final design review.
17	4.1.21	Each TVM shall consist of a bill processing unit, coin processing unit, credit card processing unit (optional), debit card PIN pad (optional),	TVM should be equipped with bank Card Reader or just "Ready for" ?	See Addendum -1.
18	----	----	Split Contract into 2 contracts (a) offshore supplies as offshore contract and (b) onshore supplies & services as onshore contract for tax benefit. Generally under a single contract, the entire contract is treated as a composite contract by the tax authorities and a uniform tax is applied on the contract irrespective of having the offshore supplies portion in it. By separating the main contract into 2 separate contracts (to be signed by the same bidder/consortium under joint & several responsibilities), the offshore supply portion contract does not fall under the tax category as the pure offshore supplies contract is exempted from taxes in India. Only the local supplies & services portion contract will attract the tax implication.	NO, splitting of contract is not possible.
19	-----	----	Separate Payment to the consortium partners under separate invoice raised by the consortium partners according to the work scope shared by the each party. The invoice for the consortium member can be approved by the lead partner before submitting to DMRC for payment claim. For each invoice, separate TDS deduction should be made on each consortium partner name with TDS certificate.	Separate payment to consortium partner is not possible.
20	-----	----	Import the equipments directly under the name of DMRC as consignee to avoid 3 rd party sales tax.	As tenderer has to give the finished product to DMRC which contain some imported parts and some indigenous parts .Import of equipment

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				directly in the name of DMRC is not possible.
21	-----	----	Project import registration by DMRC to be made available to the contractor in order to get the reduced custom duty benefit (uniform 5% basic custom duty on all import contents). This is applicable to package "B","C","D" because the custom duty of package " A" will be paid by DMRC.	A tenderes can get the project import registration themselves to avail the concessional rates of Custom duty. DMRC shall only provide the documents if any required. All the responsibility for project registration shall of the tenderer.
22	-----	----	Re-imbusement of customs duty by DMRC instead of it being a part of the lump sum turnkey contract with responsibility of the contractor. If the reimbursement route is adopted by DMRC for custom duty then the cash flow impact can be controlled which will have an impact on cost increase directly	Not agreed, all taxes/duties should be inclusive.
23	-----	----	Allow Indian subsidiary company to bid on behalf of parent company under the warranty / guarantee from parent company.	PI refer to eligibility conditions specified in the Tender. Any company meeting the eligibility criteria can participate in the Tender.
24	ITT202	D202. The tenderer shall indicate his compliance or otherwise against each clause and sub clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure-5, 6)	We understand that Annex-5,6 will include withdrawal price of deviation by tenderer if any, please clarify this.	Yes, Refer Clause 605 -ITT
25	ITT-400 d.	The tenderer, necessarily shall have to manufacture the items specified in Appendix 3 of PS in India. ~ App.3 of PS : - Touch Screen Unit - Token Issuing Module - Credit/debit card Module - Report/Receipt Printer - Power Supply Unit	We understand that these items shall be manufactured / purchased in India according to items. Please confirm or clarify this. Token Issuing Module is one of the key crucial items which impact to system performance directly and it shall be provided by eligibility tenderer to guarantee system performance. Please exclude this item for localization.	DMRC expect that the items mentioned in Appendix 3 should compulsory be manufactured in India. Manufacturing can include assembling and/or production in India
26	PS 2.1.1 2)	A TVM CC provided as part of the present Contract	If SDS deliver AVM server as CS21 contractor, can we combined TVM CC function into AVM server for efficiency operation and easy maintenance? AVM server can surely cover TVM CC's capacity.	CS 21 and TVM tender is separate tender and deliveries to be made under different contracts cannot be clubbed.



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27	PS 4.1.2 3.Features	Coin Dispenser for refund. Refund coins of Re 1/- &Rs. 5/-.	Old 1 Rs coin and new 2 Rs coin, their dimension and specification are almost same. Though system uses only 1 and 5 Rs coins as specified in RFP, if user inserts new 2 Rs coin unintentionally system accept it as a 1 Rs coin. DMRC recognize this situation and prepare this case not to argue with mis-user.	PS Clause 4.1.2 (3) is self explanatory, as this is for coin dispenser. There is no coin acceptor required as per tender
28	PS 4.1.3 8. Token containers	One container per TVM of capacity 1500 token at least. One container for faulty token of capacity 300 token. Exact token quantity count to be maintained. This stock data shall be sent to TVM CC/SC on container replacement automatically. Stock status for current and last replaced container.	In current stations Samsung TVM, Thales TVM are running respectively. Their token boxes are not compatible with each TVM. Please be aware of this thing.	It is expected that TVM container should be similar to existing container already used at gates. However this is not mandatory requirement.
29	PS 7.15	Downloading of commands and parameters shall be accomplished remotely from OCC through SC.	Software downloading is not from SC but TVM CC? Please clarify this issue.	See addendum-1
30	PS 13.10.4	All software/products shall be jointly owned with DMRC and further DMRC shall have full right to use the knowhow and the software/hardware for its own use in future.	What is exact meaning of " its own use in future"?	DMRC is free to use the software/product jointly owned with DMRC for future stations/addition of equipments at existing stations of DMRC network.
31	Reference to ITT Clause 300 c- Indian Associate & his Services Facilities in India.		We understand that the requirements in the tender are necessarily to manufacture items listed in Appendix 3 in India. As for the remaining parts, the tenderer is free to manufacture at offshore locations and import them. As such, we do not think it is necessary to include in our offer, a local entity or an associate company to act for us. We request that the requirement of clause 301 & 302 be deleted or alternately if required for some specific purpose, to be amended to "Foreign firms should furnish particulars of their Associate firm in India within three months of contract award."	See addendum-1



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32	-----	----	<p>We understand that the Ticket Vending Machine procured under this tender exercise will be spread across stations where the gates have been supplied by two different suppliers. Specifically on the requirement of token containers to be used interchangeably between the TVMs and the gates installed on the stations, can we have the following clarifications:</p> <p>a) Are tokens containers of the same design/form factor for all gates installed in the environment?</p> <p>b) If not, what option does Operations have on the interchangeably of the token containers?</p> <p>Please provide drawings on all types of token containers used in the gates.</p>	<p>It is expected that the TVM container should be similar to existing container already used at Gates. However this is not a mandatory requirement. The drawing /samples of existing container can be provided after finalization of contract.</p>
33	Clause 2.3.1 3		<p>We understand that Clause 2.3.1 3) requires the contractor to transfer to DMRC all the software source code that will be used in the implementation of the solution, except the COTS. We are sure that DMRC will understand that SW constitutes the IP of Vender and therefore the company should protect this IP against possible misuse of any third party (we take for granted this is not the intention or interest of DMRC, but could happen). Therefore , we are requesting to modify this clause stating that the contractor will deposit that SW source code in an escrow in order to guarantee DMRC the future maintenance and evolution in case Vender would go out of business (we understand this is the concern of DMRC).</p>	<p>No change</p>
34	Clause 2.3.2 13		<p>We understand that Clause 2.3.2 13) require that the contractor should guide to DMRC for indigenus development of TVM software and hardware. This will require the knowledge transfer of the design and implementation details of the TVM to DMRC, without restricting the following transfer of the Vender IP to a third party. We understand Vender should enable DMRC to have enough knowledge for the in – house maintenance of the equipment, but knowledge transfer as described in the clause is far beyond that goal. Additionally, Vender cannot incur in the risk of losing control of that IP. Therefore, we kindly ask DMRC to consider rewriting that clause to</p>	<p>See addendum –I.</p>

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			address the issue of future in house maintenance of the equipments or limit the knowledge transfer both in scope and use.	
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All other terms and conditions will be as per tender document.

(Nirmal)
Asstt. Controller of store