

**Sub.: Response of DFCCIL regarding Pre Bid Queries received for CST Contract Bhaupur – Khurja Lot 101,102 & 103**

S.No.	Reference to Bidding Document <sup>1</sup>	Clarification Sought by the Bidder <sup>2</sup>	Response of DFCCIL
1	<p>We wish to bring your kind attention to the Form MOU, Form LOP and Form POA-2, where, it has been asked to designate one member of the JV as Authorized Representative of JV to represent the JV in its dealing with client including submission of bids, documents, clarification to the clients etc. A Power of Attorney in favor of such Authorized Representative is to be submitted as per the Form POA-2.</p>	<p>We would like to apprise that at the time of PO submission we had submitted a Joint Venture Agreement, where-in, we have shown * as the lead member. We request you to kindly clarify whether it is necessary for us to nominate the leader of the JV as Authorized Representative or the other member can also be the Authorized Representative. We also feel that for the convenience of both, the JV and the client, the local party should act as Authorized Representative; however, we invite your necessary clarification in this regard.</p>	<p>Only the lead partner of the Joint Venture or Association (JVA) can be nominated as the Authorized representative to conduct all business for and on behalf of any and all the partners of the JVA for the bidding process. (Please refer revised Form LOP incorporated in the Addendum No.1 to the Bidding documents.)</p>
2	<p>We wish to bring your kind attention to the Form LOP, Performa Letter of Participation from Each Member of the Joint Venture.</p>	<p>Please refer the point no. 3 of the form LOP. In case the other member * is allowed to be the Authorized Representative of the JV. The point no. 3 of the Form LOP to DFCC shall be read as “The JV is led by * whom we authorized to act on our behalf for the purpose of submission of bid and authorized to incur liabilities and receive instructions for and on behalf of any and all members”. As we earlier proposed * as the lead member of the JV, we wish to ask, whether this sentence will have the conflict with our earlier submission, where-in, we</p>	<p>Please refer Addendum No. 1.</p>

		have proposed as the lead member. We request you to kindly clarify the same and issue the necessary amendment to the Form LOP in case other member is allowed to be the Authorized Representative.	
3	We wish to draw your kind attention to the footnote mentioned under Form POA-2 "Power of Attorney to Authorized Representative of JV", which states that POA is to be executed by all the members of the JV except the authorized representative.	We wish to apprise that as per our previous bidding experience such Power of Attorney, in favor of Authorized Representative of the JV, is usually signed by all the JV members. Therefore, we request you to kindly confirm whether this Form POA-2 is to be executed by all the JV members or by all the members excluding the Authorized Representative as it is mentioned under footnote.	A POA has no legal value if not accepted by the person who has given the POA. In this case the POA-2 should be first signed by all the members of the JVA and then accepted by the Authorised Representative member. Please refer Addendum No. 1.
4	We wish to draw your kind attention to the clause 18 of ITB regarding First Stage Technical Proposals: Submission and Opening.	We wish to apprise that we have been qualified for all three contract lots and have been issued with the single bid document for all three lots 101, 102 & 103. The referred clause does not specify whether we need to submit our First Stage Technical proposal separately for each of the lot or a single technical proposal for all three lots would be suffice. Please clarify.	A separate Technical Proposal is a requirement for each lot.
5	We wish to bring your kind attention to soft copies of the drawings as provided along with the Site Data.	The drawings are provide in PDF format. We request you to kindly provide us the drawings in Auto CAD format.	A CD containing drawings in Auto CAD already given.
6	Equipment Part-I, Section-III, Cl. No. 2.4, page-047 & 048	The bidder requests the Employer to accept mechanical track linking methodology with mechanical track linking machines i.e. "Self Propelled Automatic Sleeper Spacing and Laying Equipment" and also "Track Master : Five In	Mechanised track construction methodology proposed by bidder will be evaluated by Employer during first stage technical evaluation in

		<p>One : Rail Threading/Track Lifting/Track Slewing/Track Aligning/Track Levelling” instead of Track laying Train (rail &amp; sleepers) as this mechanical track linking method is widely being used/executed in other Major Indian Railway Projects. Please confirm.</p>	<p>accordance with the provisions of bidding documents which shall prevail.</p>
7	<p>Equipment Part-I, Section-III, Cl.No.2.4, page-047 &amp; 048</p>	<p>a) The bidder has found that some special types of railway connected machines like “Utility track vehicle, Ballast regulator, Dynamic track stabilizer &amp; Multipurpose Tampers” to be used for the work instead of other easily available equipment. The required machineries are only available with the Indian Railways. Therefore bidder requests the Employer to arrange the same &amp; provide to the contractor on chargeable basis as the Indian Railway only provides those equipment on request of the Employer for their Railway Projects.</p> <p>b) The bidder understand that Concrete batching plant with steam curing facility is required for manufacturing of concrete sleepers. If the concrete sleepers are procured through RDSO approved manufacturer, then this steam curing facility is not required.</p> <p>Please confirm.</p>	<p>This is a design build contract, contractor is responsible for design, procurement, construction, safety, testing and commissioning. All required machines are to be arranged by contractor for execution of work.</p> <p>b)In case PSC sleepers are manufactured as per RDSO specifications then IRS T-39 shall be followed. In case new technology for PSC sleepers is proposed by the bidder and approved by employer, provision of the same will be</p>

			followed.
8	Alternative Technical Proposal Part-I, Section-III, Cl. No. 3, page-048	The bidder understands that the alternative proposal may be submitted by the bidder along with the 1 <sup>st</sup> Stage Technical Proposal in Separate packet. Please confirm	Please refer to ITB 18.1 (a). The Alternative Technical Proposal is to be submitted in a separate sealed cover.
9	Period for completion Part-I, Section-III, Cl. No. 4.4, Page-050 AND Section-VIII, Particular Condition, page-354	Considering the volume of work, detail design requirement, detail surveying for the entire stretch of proposed track length, all logistics and specialized items of work, removal/relocation of utilities & trees, considering the monsoon for 120 days per year, bidder requests the Employer to extend the project duration for at least another 500 days i.e. 2000 calendar days from the date of commencement of work instead of 1500 calendar days. Bidder also requests to change the duration of Milestones respectively as below. Milestone-1:1500 days instead of 1100 days Milestone-2:1800 days instead of 1300 days	The proposed modification is not accepted.
10	Bid Submission Part-I, Section-III, Annexure-1, page-051	Bidder understands that the First stage Technical submission will be comprised of the three packages as a common submittal. No need to submit separate packets for three packages independently. Please confirm.	A separate Technical Proposal is a requirement for each lot.
11	Terms of payment Part-I, Section-IV, Price Schedule-2.0, page-086	Generally for the construction of this type of project, initial cost involvement towards procurement of the major materials, site setup, different yards and mobilization cost involvement is very high. Since the referred work is extremely cost intensive and requires sizeable cash outgo upfront, the bidder requests the Employer to modify the stipulations of the referred clause whereby payment shall be made through	The proposed modification is not accepted. Provision of bidding documents shall prevail.

		<p>monthly invoice against contractor's approved BOQ based on the approved design followed by the ceiling of the percentage as mentioned in the Employer documents for payments. This will help to keep the cash flow proper at site for smooth execution of project.</p> <p>Please confirm.</p>	
12	<p>Scope of Works Part-I, Volume-I, Cl. No. 2.0, page-102</p>	<p>In the location details chart/table, mentioned track length for each packages is not matching with the calculated distance of package locations as given in the same table (i.e. package starting from to destination distance). Same also not matching with "THE PROJECT AREA" details in Chapter-2 under Part-4.</p> <p>Bidder requests the employer to clarify the same.</p>	<p>In clause 2.0(1) of Part – 2, Volume-1, the location of each slice/lot is shown between the existing railway kilometres for the case of identification. However, the total length to be executed in each slice/lot will not be arithmetic difference of ending railway kilometre and starting railway kilometre, as a part of alignment is on detour, which makes the length more than straight distance. Bidders may please refer to Addendum no. 1.</p>
13	<p>Land Acquisition Part-2, Volume-3, Cl. No. 3.0, page-123</p>	<p>Bidder understands that the land acquisition for the project is not in the scope of the contractor. However, if the alternative alignment proposal for the same has to be accepted by the Employer then also the proposed land to be acquired by the Employer for the project.</p> <p>Please confirm.</p>	<p>Land shall be handed over as per Clause 2.1 Appendix to Tender. However if the definitive design alignment is outside the ROW acquired by the Employer, the land shall be the responsibility of the Contractor.</p>
14	<p>Necessary permission for the works Part-2, Volume-1, Cl. No. 2.6. h, page-105 AND</p>	<p>The project involves relocating/removal of so many government/private utilities, cutting of trees, filling of water bodies/lowlands, taking borrow</p>	<p>Please refer GC sub clause 2.2.</p>

	Employers Requirement, Section-VI, Volume-6	earths, crossing/working over the important roads & canals etc. for which contractor is required to take permission/approval from the respective government departments like Environment department, Forest department, NH department, SH department, HT line concern department etc. or private agencies prior to the work. This may take long time for a private contractor as there are so many formalities for appeal as private body. Bidder requests the Employer to arrange necessary permission/approval from the respective departments only. Please confirm.	
15	Disposal & Dumping Yard Part-2, Volume-5, Cl.No. 23.0, page-220	Bidder requests the Employer to provide dumping as well as disposal yard for the works within the occupied area of the Employer. Please confirm.	The Contractor has to arrange the same at his cost
16	Defect Notification Period Part-2, Volume-5, Cl.No. 7 of 22.0, page-219 AND Section-VIII, Particular Condition, page-365	Generally in Railway projects in India, various autonomous bodies under Railway Board or Railway departments are executing defect liability upto 6 months. Considering the above, bidder requests the Employer to reduce the Defect Notification Period upto 1 year instead of 2 years. Please confirm.	The proposed modification is not accepted.
17	Retention Money Section-VIII, Particular Condition, page-366	Bidder requests the employer to modify the referred clause whereby no cash retention would be made from the running account bills and the contractor shall be allowed to submit and equivalent bank guarantee in lieu of cash retention for an amount of 5% of the contract value prior to raising the first invoice Please confirm.	The proposed modification is not accepted.
18	Delay Damages Section-VIII, Particular	Please confirm that LD proposed for delay in achieving the	Please refer to PC Sub-Clause 8.7

	condition, page-365	Milestone; other than that relating to taking over of the project refunded if the if the contractor is able to complete the project. Please confirm.	
19	Last Date of Submission of First Stage Technical Bid Section-II, Bid Data Sheet, page-041	Bidder also request the Employer to extend the First Stage Technical Bid submission date by at least 45 days considering the huge volume of work, Time require for the preliminary surveying, scope of detail Engineering and the preparation of concept design for the submission based on the suitable methodology of works i.e. the date of submission would be 30.04.2012 instead of 15.03.2012. Please confirm.	The proposed modification is not accepted.
20	General queries	As this project is design build basis for which bidder need to detail Engineering, preliminary survey and Geotechnical investigation, bidder requests the Employer to accept queries upto 7 days before the date of submission of the bids. Please confirm.	The proposed modification is not accepted.
21	Repayment of Mobilization Advance Section-VIII, Particular Condition, page-365	Bidder requests the Employer to accept 6 equal Bank Guarantee (BG) against 10% Mobilization advance and release the same one by one whenever the value of each BG has been recovered by the Employer. Please confirm.	Please refer Addendum No. 1
22	Key Personnel Section – III Evaluation and Qualification Clause – 2.3	Bidder understands that only undertaking is required for the arrangement of key personnel for each lot and the Form No. PER-1 and PER-2 is not required to be submitted at the first stage of technical proposal. Please confirm.	Bidding form PER – 1 and PER- 2 are required to be submitted. Please refer Addendum No. 1.
23	Bid Security Section – I ITB, Clause 32.3, Page 028	Bidder understands that bid security should be valid 28days beyond the original bid validity,	Please refer Addendum No. 1.

		<p>whereas in Form BS , page 082 and 083,6th. Para, last line states that this Guarantee will expire .... (ii 42 days after the expiration of the Bidder's bid. Please confirm validity period of Bid Security.</p>	
24	<p>Prestressed Concrete Sleeper Part-2, Volum-4, Cl. No. 4.5.1(j), page-159</p>	<p>It is observed that the ballast cushion specified in the tender papers is 300 mm below the bottom of sleeper. Indian Railways have already issued instructions for deposition 350 mm cushion for all tracks having speed more than 50 kmph under correction slip no. 126 of the P. Way Manual. This may please be clarified as to what will be the minimum acceptable cushion for DFC keeping the latest correction slip in view. Please clarify.</p>	<p>Provision of bidding documents shall prevail.</p>
25	<p>Fish Plate &amp; Fish Bolts Part-2, Volume-4, Cl. No. 4.10(2), Page-163</p>	<p>It is specified that all holes in rails should be cold forged and equipment/methodology for the same has to be agreed with the Engineers in advance. The exact meaning of cold forging in context of drilling of holes need to be elaborated. Please clarify.</p>	<p>Please refer Addendum No. 1.</p>
26	<p>Crossing Assembly Part-2, Volume-4, Cl. No. 4.4.5(2), Page-157</p>	<p>It is specified that all CMS crossing to be austenitic manganese crossing which is still under trial on Indian Railways. Please confirm the use of same in DFCC.</p>	<p>Provision of bidding document shall prevail. Bidder has to satisfy himself before proposing these CMS crossing that these fulfil technical and performance requirement of the bidding documents.</p>
27	<p>Scope of Work Part-2, Volume-1, Cl. No. 2.0.(6a), Page-103</p>	<p>Is there availability of Land within ROW for providing embankment slope in the full length for all the packages under consideration. Please confirm.</p>	<p>Land acquisition is being done considering proposed slope of embankment for all lots under consideration.</p>



28	Scope of Work Part-2, Volume-1, Cl. No. 2.0.(6b), Page-103	RUB replacing existing LC should also include portion below Existing Indian Railway also. How to identify how many such locations? If there is flat embankment at the particular location, how to construct RUB below running Indian Railway track Please clarify.	Please refer site data Part – 4 of bidding documents. No existing level crossing is planned for replacement by RUB. Hence, question of construction of RUB below running Indian Railway Track does not arise.
29	Scope of Work Part-2, Volume-1, Cl. No. 2.0.(6c), Page-104	Approach road of RUB is within scope. What is the extent of approach to be considered on either side of the RUB location? Please clarify.	Provision of the bidding documents shall prevail. Please refer Part -2, Volume 1, Scope of Work, Clause 2.0(6) (c ), Page 104 of bidding documents.
30	Scope of Work Part-2, Volume-1, Cl. No. 2.0.(6d), Page-104	Use of Box cell & standard spans for bridge structure...Is the use of standard span a binding? In Design Specification part, It is said that contractor is at a liberty to choose any other structural scheme. This seems to be contradictory statement. Please clarify.	Provision of the bidding documents shall prevail. Please refer Clause 3.0 of Part – 2 Volume 4 of bidding documents
31	Scope of Work Part-2, Volume-1, Cl. No. 2.0.(6e & 6f), Page-104	Modification of existing ROB & existing FOB. What does it mean. The scope is not clear. ROB is not within scope of this tender. What exactly to done. Please clarify	Please refer site data – Part 4 of bidding documents. As per existing planned alignment, rail level no modification of existing ROBs is included in the scope of work. Details of FOBs requiring modifications are included in chartered utilities list included in site data for each slice/ lot.
32	Scope of Work	On slice 101, Etawah bypass, the RFO ET MJ4 having bowstring girder of single span 76m. This could not be traced on profile drawing. Why such a large span	The alignment of RFO is on skew. The GAD is indicative. Contractor shall design the RFO as per clause 3.0, Part

		required? Can we go for alternative scheme & span arrangement?	2, volume 4, (Bridge Design Criteria) of bidding documents.
33	Bridge Design Criteria Part-2, Volume-4, Cl. No. 3.1(14), Page-147	Use of RE wall is permitted on Rly Fly over. But does it mean for only side slopes or Cross RE wall behing abutment is also permitted? Please clarify.	Provision of bidding documents shall prevail. Please refer Addendum No.1.
34	Seismic Analysis Part-2, Volume-4, Cl. No. 3.4(1), Page-149	IS-1893 (Part-I)-2002 & Bridge rules to be followed for Seismic Analysis. But seismic analysis method mentioned in Bridge rules is older. In that case, how to follow both codes simultaneously? IS-1893 is latest revised code & only this should be governing. Please confirm.	For Seismic design of bridges, "IITK- RDSO guidelines on Seismic design of Railway Bridges", shall be followed. Please refer Addendum No.1.
35	Bridge Design Criteria Part-2, Volume-4, Cl. No. 5, Page-147	Contractor is at liberty to choose any other structural system. But what about span arrangement, FRL & Total length provided? It is silent whether it is binding or can those things be also modified if there is scope. Please clarify.	The details given in the GAD's of bridges are indicative. The bridges shall be designed as per bridge design criteria mentioned in Clause 3, Part 2, Volume 4 of bidding documents.
36	General	On reviewing GAD for the RFO, it is observed that vertical clearance above rail level is not the standard dimension of Indian Rail. In some case, even the rail level is not available in GAD. In those cases, whether FRL mentioned in GAD / profile drawing is to be considered as guiding assuming that it will cater for the required vertical clearance? Otherwise, for cases with inadequate vertical clearance, FRL will raise from the present. Please confirm.	GADs provided in site data Part 4 of bidding documents are indicative. For RFO above Indian Railway Track clearances as provided in SOD 2004 of Indian Railways will be applicable.
37	General	Down Gradient on Rail Flyovers – The ruling gradient is 1 in 200. There are some Rail flyovers on which single line DFC is flying over the Indian Railway tracks. As movement on single line shall be	Ruling gradient shall be 1 in 200 in both directions. Provision of bidding document shall prevail.

		directional, please advise whether it would be permitted to adopt a steeper gradient on the falling direction of the Rail flyover – say up to 1 in 100 or 1 in 150. If yes, what would be the steepest gradient acceptable for downward movement only. Please Clarify.	
38	Service Tax	The custom duty, Excise duty are exempt, or to be reimbursed by client. Kindly advise whether Service Tax also is exempt, or is to be paid by bidder – if so on what items of the tender – this being a Design and Build Tender. Please Clarify	ITB 29.8 - The total bid price quoted shall be on a "Delivered Duty Paid" (DDP) basis. The total bid price shall therefore, exclude: a) the customs duty and other import duties levied on the imported material, the equipment and services, b) the excise duty on the materials, equipment and services produced in the Employer's country.  DFCC project being the World Bank funded Project qualifies for exemption from payment of customs duty and Excise duty in terms of Government of India's Notification no.84/97 - customs dated 11.11.97 and Central Excise Notification no. 108/95-C.E. dated 28.8.95 (read along with all subsequent amendments including the amendment dt.01-03-2008) respectively.  The bidders are, advised to consult their Tax Experts and

			familiarize themselves with the applicable taxes, duties, royalties, and exemptions and quote accordingly Please refer to GC Sub-Clause 1.13 also. Please also refer Addendum No. 1.
39	Service Road	The bidder understands that Pipe Culverts are allowed for construction of Service Road along the track. Please confirm.	Construction of service road has been removed from the scope of work. Please refer Addendum No.1.
40	General	The alignment plans indicate only the existing ground levels at centre of proposed alignment. To evaluate the earthwork quantities, bidder needs more levels in transverse direction. We request to provide DPR/Estimated quantities evaluated by DFCC for the project.	Ground levels provided as a part of bid documents are indicative only. Carrying out detailed survey and design of the final alignment is included in the scope of work of the Contractor. Please refer the following clauses of the bid document – Part 2/Vol 1 2.0 (3), (4); Part 2/Vol 3 7.1.2
41	General	It is observed that DFCC has provided bore hole log data only at the bridge locations. Bidder needs more bore hole log data other than the bridge location to understand the stability/strata of soil.	The bore logs/geotechnical data provided as part of bidding documents is indicative. Carrying out any additional geotechnical investigations required to make a comprehensive and reliable assessment of subsurface conditions for the definitive design is included in the scope of work of the Contractor. Please refer the following clauses of the bidding documents – Part 2

			Volume 1 2.0 (3), (4); Volume 3 7.1.1(b) & 7.1.3(a); Volume 4 2.1 (2) a, 2.2.2 & 2.3.3
42	General	It is observed in some of the drawings clearance between centre line of the track to inside of parapet wall is 4.25m and in few cases it has been shown 4.25m outside of parapet wall. Please clarify	GADs are indicative. Provision of bidding documents shall prevail. Please refer Clause 3 of Part 2, Volume 4 of bidding documents.
43	Concrete Sleeper	Please provide the drawing showing the cross section for prestressed concrete sleepers for 25 Tonne loading.	Information already provided in the bidding document is considered sufficient.
44	Concrete Sleeper	It is understood that the track gauge to be adopted in 1676 mm. But IR now use the gauge as 1673 mm. This means the sleeper manufacturing units need to modify the moulds. Kindly advise the actual gauge to be maintained	Gauge for DFC Track is 1676mm.
45	General	Bidder request to indicate the locations of land available with DFCC for Depot Construction.	In addition to the land acquired for Right of way, 2 (two) land parcels each measuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction depot/staking of material and other temporary requirements of the

			work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.
46	Part-III, Section VII  Page-351 (Page 5 of 18)  PC Clause 4.7 Setting Out	Deletion of Paragraphs 2, 3 and 4 by Owner needs review. If such error is based on incorrect data provided by or on behalf of the Owner, the expense of rectifying the same shall be borne by the Owner. Pl. clarify.	The proposed modification is not accepted.
47	Par-III Section VII  Page 355 (Page 9 of 18)  GCC Clause 8.8 & PC clause 8.8	Suspension of Work: 1) The suspension shall be only in case Contractor has failed 2) Suspension of works for reasons solely not attributable to contractor should entirely for time and cost adjustments.	The proposed modification is not accepted.
48	Part-III Section VII  Page 356 (Page 10 of 18)  GCC 13.3 Variation Procedure	Time frame in which Engineer will respond for variation proposal is not mentioned in this clause- Proposed to add: Engineer shall confirm acceptance or rejection of Variation proposal with 14 days of receipt of same.	The proposed modification is not accepted.
49	Part –III Section VII  Page-348 (Page 2 of 18)  PC New Clause 1.15 Inspection and Audits by the bank	Documents covered under ambit of inspection by Bank needs more clarity.  Any standard formats are specified by bank for keeping records? Account related Documents may not be available at site and separately at HO as most data shall be in SAP. Pl. Clarify.	1. There is no standard format prescribed by the Bank. 2. Modification to Clause 1.15 of the PC is not acceptable. 3. The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site

			<p>and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.</p> <p>4. The accounts / records at the Head Office of the Contractor related to the performance of the Contractor can also be audited by the Bank.</p>
50	<p>Part –III Section VII</p> <p>Page 350 (Page 4 of 18)</p> <p>PC 4.2</p> <p>Performance Security</p>	<p>a) Forfeiture of performance security shall be after necessary Notice to Contractor for rectification</p> <p>b) Add to paragraph 5, - In case of delay in refund of such amount for which Employer was not entitled to beyond 7 days, shall be compensated by Employer.</p> <p>Pl. Clarify.</p>	<p>The proposed modification is not accepted.</p>
51	<p>Section VII</p> <p>Page 350 (Page 4 of 18)</p> <p>PC 4.2</p> <p>Performance Security</p>	<p>It is suggested to retain Fifth paragraph of sub clause 4.2.</p>	<p>The proposed modification is not accepted.</p>
52	<p>Section VII</p> <p>Page 366</p> <p>Retention Money</p> <p>GC Sub Clause 14.9</p>	<p>It is suggested to accept Bank Guarantee instead of deduction of 10% towards Retention from first / interim Payment certificates till amount reaches 5%</p> <p>Pl. consider</p>	<p>The proposed modification is not accepted.</p>

53	<p>Section VI</p> <p>Page 215</p> <p>Clause 19.10</p> <p>Vol 1: Scope of Works</p>	<p>Contractor shall not be responsible for any delay in Integrated System Testing for reasons not attributable to the Contractor and shall be compensated for such delays by Time extensions / additional 9costs / escalations as applicable. Kindly consider.</p>	<p>While the CST contractor is responsible for interface management and overall coordination as per scope of work given in Employer's requirement, Extension of Time for Completion for delays under the CST contract will be addressed as per GC clause 8.4.</p>
54	<p>Page 43</p> <p>ITB: 30.1</p>	<p>Payments shall be released in quoted currencies. PI confirm.</p>	<p>Please refer to ITB 30 in BDS and Sub-Clause 14.15 of PC, as provided in the Appendix to Tender.</p>
55		<p>Any delay in commissioning of whole of works including Electrification and Signalling which are executed by others vendors – Contractor shall be compensated for such delays.</p> <p>Kindly confirm</p>	<p>While the CST contractor is responsible for interface management and overall coordination as per scope of work given in Employer's requirement, Extension of Time for Completion for delays under the CST contract will be addressed as per GC clause 8.4.</p>
56	<p>Section VI Vol1: Scope of Works</p>	<p>Employer shall arrange Land required for all temporary works such as road diversions//ROB/RUB Bypass.</p>	<p>No. Land only for the Permanent Works shall be acquired and handed over to the Contractor pursuant to Sub-Clause 2.1 of the Conditions of Contract (GC and PC)</p>



57	Section VI Vol 1: Scope of works	It is proposed that Any delays in approvals (for modification of existing facilities) – time and cost to be adjusted. Pl. confirm.	The proposed modification is not accepted.
58		Works in UP State attract entry tax of 5%, is this reimbursable? Pl. confirm	No reimbursement of entry tax shall be made by the Employer.
59	Page 220 Clause 23 / Defect Liability Period	The Defect Notification Period of two years shall not be extended in case of rectification of any Defect. Kindly confirm.	Please refer Sub-Clause 11.3 of GC.
60	Page 121 Clause 1.0 / Sub Clause 6 – Introduction	Is establishment of Design Office mandatory? Pl. confirm.	Yes, Establishment of Design Office is mandatory.
61	Page 118 Clause 19 - Clearances	Additional Land Requirement based on Definitive Design – Any delay in acquisition and handling over of Land-Time extension as per clause 8.4 / Cost escalation as per clause 13.8 / idling of resources shall be payable to the contractor. Kindly confirm.	Definitive Design is to be done within ROW acquired by employer. In case contractor proposes Definitive Design beyond ROW , responsibility for land acquisition will rest with contractor.
62	Page 376 Sub Clause 4.2 Performance Security	The validity of Performance bank Guarantee up to 6 Months after Defects Notification Period – Since Retention Money / 5% BG is available to cover the defects, The performance Guarantee should be valid up to 6 Months after Completion date. Kindly consider.	The proposed modification is not accepted.
63	<b>Section II</b> Page 42 / ITB-29.8	Whether C-Form will be issued by Employer. Kindly confirm.	If Contractor requires C-Form, it can be issued by employer.

	Taxes		
64	<b>Section II</b> Page 42 / ITB-29.8 Taxes	Specific documentation Requirement if any may be Clarified to avail the benefits.	As per requirement of relevant Acts /Government notifications & rules.
65	Section II Page 42 / ITB-29.8 Taxes	In case Deemed Export Benefits are not available due to Non-availability of Custom Duty Exemption (which has been applied by Owner), the Taxes shall be reimbursed – Please confirm.	Please refer PCC Clause 4.11 of Part -3 , Section VIII of bidding documents. Please refer Addendum No. 1.
66	<b>Mobilization Advance</b> The employer shall pay... a mobilization advance up to 10% of the contract price at an interest rate of 5% per annum, compounded yearly.  Particular condition-Appendix to Tender GC Sub Clause 14.20 page no 365 of Section VIII	Mobilization Advance : Interest Free Mobilization Advance may be provided	The Proposed suggestion accepted. Please refer Addendum no. 1.
67	<b>Plant Advance : Not Mentioned</b>  Particular condition – Appendix to Tender GC Sub Clause 14.20 page no 365 of Section VIII	Plant Advance : Interest free plant advance equivalent to 5% of contract value may be provided	Plant advance is not contemplated hence, not provided in the bidding document.
68	<b>Secured Advance : Not Mentioned</b>  Particular condition – Appendix to Tender GC Sub Clause 14.20 page no 365 of Section VIII	Secured Advance : We request department to provide secured advance equivalent to 90% of assessed value of material brought at site	Provision of Secured advance for rail and sleeper provided in the pricing schedule 2.5. No other secured advance will be given.
69	<b>Rate of Interest on unpaid sums</b>	This may please be at the rate of 10% per annum	The proposed modification is not accepted.
70	<b>Existing clause reads as</b> 4.12 In this Sub-Clause, “Physical conditions” means	Unforeseen Physical Conditions: Contractor shall get reimbursement of any expenditure incurred in the	The proposed modification is not accepted.

	<p>man made or natural physical conditions including sub-surface and hydrological conditions which the Contractor encounters at site during the execution of works Except otherwise stated in the Contract:</p> <p>a) The contractor accepts total responsibility for having foreseen all difficulties and physical conditions: and</p> <p>b) The contract price shall not be adjusted to take account of any unforeseen physical conditions</p> <p>PCC Sub Cl 4.12, Pg 351, Part 3Section VIII</p>	<p>project due to unforeseen physical conditions along with reasonable Extension of time.</p>	
71	<b>Clearances / Approvals</b>	<p>In order to complete the project within stipulated Period, we request department to arrange the applicable clearances / approval from the concerned authorities prior to the award of work.</p>	<p>This is covered under GC sub-clause 2.2. The proposed modification is not accepted.</p>
72	<b>Land for site Establishment/Casting Yard</b>	<p>We request you to provide us Land nearby to site for Site Establishment, labour colony, Precasting yard, etc at free of cost.</p>	<p>In addition to the land acquired for Right of way, 2 (two) land parcels each admeasuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction</p>

			depot/staking of material and other temporary requirements of the work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.
73	<b>Land Acquisition</b>	Land acquisition (Temporary / Permanent works) shall be done by Department (DFCCL) before the work is awarded to the contractor.	Land only for the Permanent Works shall be acquired and handed over to the Contractor pursuant to Sub-Clause 2.1 of the Conditions of Contract (GC and PC)
74	<b>Tender Submission Date</b>	Since the tender is based on “Design & Construction lump Sum Contract” and the tender estimate is to be based on pre-tender design, we request you to extend the tender submission date by 04 weeks from the current date.	Date for submission of first stage technical submission has been extended . Please refer Addendum no. 1
75		We request you to inform us the deadline for submission of second stage bid	Dead line for submission of second stage bid will be intimated after evaluation of first stage bid is completed. Please refer ITB 26.2.
76		Tundla Detour-Resettlement framework: Further details are to be made available incase there is any change in route alignment due to any resettlement issues with further target dates to plan the execution and field survey as per the DFCC guidelines.	There is no change in alignment of Tundla Detour.
77		Junction arrangements in station yards with existing rail network to new DFCC alignment at all detour points are to be indicated	Please refer plan and profile as included site data – Part 4 of bidding documents. All detour points are not to be connected with IR

			network.
78	Part-2, Volume-I, Page number:102, Scope of Work	Part-2, Volume-I, Page number:102, Scope of Work: We presume that any civil construction/modifications required in connection with electrical , signaling and telecommunication works of station buildings and any other buildings including staff quarters, rest houses and allied service buildings etc., are not in the scope of these contract packages 101, 102 & 103. Please confirm.	All civil and electrical works proposed to be carried out are mentioned in chartered utilities provided in site data –Part 4 and Appendix 17, Part -2, Volume 6 of the bidding documents.
79		During the site visit we noted the following points and request you to provide clarifications on the followings:	Specific remarks is indicated against the specific query.
80		In the alignment parallel to the existing railway line we have observed NCR poles and small poles (without any marking) are fixed. We presume that the ROW of these packages is in between these two poles	NCR boundary pillars indicate Railway Boundary at present. There are another set of pillars provided by DFCC up to which land is being acquired. ROW is the area between the toe of existing Railway embankment and proposed land boundary up to which land is being acquired..
81		We hope that the land required for the entire scope length is fully acquired and is encumbrance free. Please confirm	Land will be made available as per clause 2.1 Appendix to Tender.
82	Part-IV, RSA Plan, Page no.59, Clause no.6.58,	We have observed many encroachments in the alignment during our site visit. As specified in the Tender Document Part-IV, RSA Plan, Page no.59, Clause no.6.58, we hope that encumbrance free land will be handed over to us during execution. Incase, if any hindrance/delays occurs in the handing over of site, we believe that DFCC shall compensate us	Provision of bidding documents shall prevail.

		with reasonable time extension and cost.	
83	Part-III of Sec-VIII, Page no.365, clause 2.1	In continuation to the above query, please refer Part-III of Sec-VIII, Page no.365, clause 2.1 where it is mentioned that continuous stretches of at least 10km shall be handed over for execution. We presume that you shall hand over 20km stretches during execution as specified in the RSA plan.	Provisions of Sub-Clause 2.1 of the Appendix to Tender (Page 365) shall prevail.
84		Out of 343Km scope length 55% of the alignment is parallel to the existing railway line and remaining 45% is through detours. During site visit we found that in most of the areas demarcation pillars are not available in the detour alignment. Hence, we request you to provide these pillars through out the alignment to facilitate us to asses the total site condition to submit a competitive techno-commercial bid.	Land demarcation pillars are available in most of the locations on parallel alignment. On detours, it is difficult to maintain demarcation pillars and therefore GPS co-ordinates of centre line of alignment on detours are given for assessment of site conditions by bidders. Please refer Addendum no. 1.
85		We observed agricultural fields through out the alignment and request you to provide us the details of identified borrow pit/quarry locations along the stretches, as large quantity of material is required for embankment, blanketing and ballasting.	Identification of borrow areas and sourcing of materials is the responsibility of the Contractor.
86	Tender Document, Part-III, Section- VIII, Page No.368, Sub-Clause 13.8:	Tender Document, Part-III, Section-VIII, Page No.368, Sub-Clause 13.8: Values given in the cost center for some components does not match with actual workings. In earth work the weightage given for fixed component is 0.15, labour is 0.50, fuel& lubricant is 0.20 and Machinery &Tools is 0.15. As per the prevailing working methodology where huge deployment of equipments shall be required to	Adjustment for changes in cost will be governed as per PC clause 13.8 (Appendix to Tender). The proposed modification is not accepted. Please refer Addendum No.1.

		complete the job in the stipulated time period such as in the embankment formation etc., usage of machinery, tools, fuel & lubricants shall have more weightage than the labour component. Hence, we request you to re-visit and make necessary changes	
87	Tender Document, Part-I, Section-IV, Page nos.87 to 94 regarding interim payments:	Tender Document, Part-I, Section-IV, Page nos.87 to 94 regarding interim payments: We request you to consider further mutually agreed sub-breakup of the interim payment schedule indicated in the bid document. For example price schedule 2.3 Contract price weightage for interim payment for bridges stage payment No. Sl. 3, weightage given is 43% on completion of the deck slab, walkways , railing , return walls, pitching , turfing , river training works etc., including test on completion etc in all respects. That means no interim payment shall be made till the completion of entire item of work including testing. Hence request you to consider further sub-breakup of the items for interim payments.	The proposed modification is not accepted.
88	Tender Document, Part-III, Section-VIII, Page no.359, sub-clause:14.1.	Tender Document, Part-III, Section-VIII, Page no.359, sub-clause:14.1.We request you to provide the details of all applicable taxes, duties, royalties and exempted taxes etc. Also, we request you to clarify whether service tax is applicable for this contract packages	Please refer to ITB 29.8 for custom and excise duty exemptions.  The bidders are, advised to consult their Tax Experts and familiarize themselves with the applicable taxes, duties, royalties, and exemptions and quote accordingly Please refer to GC Sub-Clause 1.13 also.
89		Please clarify the taxes which shall be deducted from our monthly	Taxes / cess etc shall be deducted as per

		interim bills.	provisions in the respective statutory Acts. The bidders are, required to familiarize themselves with the applicable laws.
90	Tender Document, Part- I, Section-II, Page-44, ITB-32.3.	Tender Document, Part- I, Section-II, Page-44, ITB-32.3. It is mentioned that bid security shall be an unconditional guarantee issued by a reputed bank from an eligible country. Please confirm whether the guarantees issued directly by the Turkish Banks to the Client are acceptable. Please confirm.	The provision of bidding documents (ITB 32.3) are clear as per which bid security shall be an unconditional guarantee issued by a reputed bank from an eligible country.
91	Tender Document, ITB Clause no.32.8, Page no.29: Regarding bid security:	Tender Document, ITB Clause no.32.8, Page no.29: Regarding bid security: We presume that the individual JV Partners may submit separate bank guarantees individually on their names as per their share holding in the JVA. Please confirm.	The proposed modification is not accepted and provisions of bidding documents shall prevail. Bidders may note that the Bid Security of a JVA shall be in the name of the JVA that submits the bid.
92	Tender Document, Part- I, Section-IV, Page-83, Bidding Forms	12(a) Tender Document, Part- I, Section-IV, Page-83, Bidding Forms, Form of Bid Security (Bank Guarantee). Quote "This guarantee will expire (a) if ..... (ii) forty two days (42) after the expiration of the bidders bid" unquote. We request you to replace this clause as "This guarantee will expire (a) if ..... (ii) On..... (dd /mm / yyyy) and any claim and statement hereunder must be received by us on the date of expiry at the latest and after expiry this guarantee shall become null and void". Please consider and confirm.	Please refer Addendum No. 1.
93		12(b) To asses feasible alternative technical proposal for the items involved in these contract packages detailed engineering, co-	Date for submission of first stage technical submission has been extended . Please refer



		ordination with various consultants and vendors across the globe shall be required. Hence, we humbly request you to extend the stage-I bid submission for another two months i.e. up to 15/5/2012.	Addendum no. 1
94	Part 2 Vol. 4.4.4.1 (4) The turnout shall be suitable for Pre-stressed Cone. Sleepers with separate layout for left and right hand sleepers	As per prevailing practice in Indian Railways, fan shaped design of Turnout are in use. This was done to avoid confusion at the time of use of separate Left and right hand Turnouts. Referring to pre-qualification documents for track works in New Karwaadiya-Durgawati Section, Drawings for PSC Concrete sleepers for special locations i.e. Points & crossing, S.EJ's, Bridge Approach, level-crossings shall be supplied by DFCC.  It is suggested that the same drawings may be allowed to be followed in this tender also. This will bring uniformity and also facilitate in future to procure sleepers for maintenance.	Modification proposed not accepted. Provisions of the Bidding Documents shall prevail.
95	Part 2 Vol. 4.4.45.5  The Contractor shall submit for Engineers agreement his proposed method of manufacturer of Pre-stressed Concrete Sleepers	There are number of PSC Sleepers manufacturer on the approved list of RDSO/Railway Board. In case sleepers are procured from approved manufacturer. This conditions should not be mandatory.  Supply of PSC Sleeper to private parties needs approval from Principle Railways. Therefore it is requested that DFCC have to provide the necessary assistance to get instruction issued to principle railway from Railway Board.	Provisions of the Bidding Documents shall prevail.  The responsibility of procurement of sleepers rests with the Contractor.
96	Part-2 Vol 11.0 (3)  The contractor (Civil) is	Please give specific role of civil contractor for testing and commissioning of electrical and signalling works. Will DFCC make arrangements for track recording and oscillate graph cars for Track	Please refer to clause 19.0 Part-2 Volume V (Page 210)

	responsible for the final integrated testing and commissioning of the whole of the works including electrifications and signalling.	Testing ?	
97	Part 2 Vol. 4. 4. 1.1  Drawings referred for track fittings in Bid documents are related to 1673 mm track gauge. This differs from DFCC Gauge of 1676 mm	In case RDSO approved drawings are followed it will facilitate to procure material, as there are sufficient number of approved RDSO vendors. It is suggested that manufacturing tolerance as given in the documents be modified accordingly,	Modification proposed not accepted.  Provisions of the Bidding Documents shall prevail.
98	Referring to sectional details, for the existing level crossing instead of classification TVU are shown.	Does up gradation of existing level crossing as per TVU are also included in the scope of this work.	Up gradations of existing level crossings on Indian Railway portion is not in the Scope of Work.
99	Part 2 Vol 12.0  As per Bid documents the modifications of existing ROB is the part of scope of this work	In Pre-qualification documents (Page 51) R.O.B.'s are to be built under separate contract. Moreover, in sectional details of bid document list of R.O.B. are not shown. Please confirm.	Yes. As per existing planned alignment and rail levels no modification of any existing ROBs would be required.
100	Part -2 Vol  4.4.2.3/4.2.9  Purchase of Rails: The contractor is free to purchase rails from any domestic or international supplier. Whose details shall be furnished in the	In domestic market other than SAIL, M/s Jindal Steel is also the manufacturer of UIC 60 Kg 90 UTS rails confirming to IRST-12-2009. M/s Jindal steel is not in the approved list of vendors for supply on Indian Railways. Pls. clarify whether M/s Jindal Steel shall be considered. Moreover supply of 880Grade 'A' class rails is controlled by Railway Board. Therefore. DFCC will make necessary arrangements to obtain Railway Board permission for supply of rail to private parties.	Provisions of the Bidding Documents shall prevail.

	bid by the Bidder.		
101	<p>Part-2 Vol 4.4.1.7</p> <p>Drawings for all traffic yards given in the tender documents are indicative and contractor have to obtain necessary approval from the concern railway.</p>	<p>It is suggested that the requirement as per drawings be frozen and any deviation in the scope may be treated as variation. Please also clarify that where future extension of loop lines are proposed, are the civil works in scope of this work ?</p>	<p>Scope of work is as specified in the Bidding Documents.</p> <p>Future extension of loop lines including associated civil works are not included in the scope of this work.</p>
102	<p>Typical X-Section of Service Road PART-2. Vol- 2.6.(i)</p> <p>SERVICE ROAD Shall be considered excluding yards, Major Bridges and portions where DFCC land is inadequate but shall be carried along the Minor Bridges.</p>	<p>Please Clarify 11</p> <p>(i) The cross -Section of Service Road is to be kept 600mm above the N.G.L in Case of Filling.</p> <p>ii) What cross-Section shall be followed in case of Embankment is in Cutting.</p> <p>iii) What will be the formation level of the service road in case of Minor bridges. Prevision of Causeway shall be permitted at the location of the minor bridges.</p>	<p>Construction of service road has been removed from the scope of work. Please refer addendum.</p>
103	<p>Part-2, Vol-5 Clause 17.4.11</p> <p>Installation of glued joints</p>	<p>The location where glued joints are to be presided is based on the design given by Signalling Contractor, therefore it is requested that quantities for these item be treated under variation.</p>	<p>Scope of Work as specified in the Bidding Document shall prevail.</p>
104	<p>Part 3 Sec.-VIII, Note 6 at Page 369</p> <p>Price adjustment shall not be applicable to price schedule 2.5 (Track works) except for price- schedule stage (2) supply of new 60 kg. rails and price schedule 2.5 stage (3) supply of new concrete sleepers.</p>	<p>Please clarify does the new concrete sleepers includes special sleepers for S.E.J's bridge approach, level crossing etc. It is suggested that :</p> <p>(i) Price variation clause for supply of ballast, small track fittings and track laving by Mechanical means also be for price adjustment, since the procurement of these items depends upon the cost of raw material, fuel etc.</p> <p>(ii) Supply of Inventory items be also considered for price</p>	<p>Yes please. Concrete sleepers includes special sleepers for S.E.J.'s, bridge approach and level crossings etc.</p> <p>(i) Price Variation shall be as per provisions in the Bidding</p>

		adjustment.	Documents.  (ii) Suggested change(s) not accepted.
105	ITB 29.8  (i) Custom duty and other import duty levied on the imported material, equipments & services.	For the machinery imported/purchased by the sub-contractors for Track work, is this facility available to them	(i) Please refer to ITB 29.8
106	ITB 29.8  (ii) The Excise duty on the materials equipments & services, produced in the Employer's Country		(ii) Please refer to ITB 29.8
107	Part 2 Vol. 5. 23.0 (P-220)  Defect Notification Period: After the work is taken over it will be followed by the Defect Notifications Period of Two Years	This differs from the conditions given in the Pre-qualification documents (Page 56 Para 13.1.1) the defect pd (DLP) was given as 1 (one)- year after commissioning of complete rail system by the system contractor.	The provisions of Bidding Documents shall prevail.
108	Part-3 Sec.-VIII, Sub clause 8.2  Time of completion :  1500days from the commencement date.	The completion period differs what has been given In Pre-qualification document clause 13.1.1 where the been shown as 3.5 (three and half years) from the- date of award of contract	The provisions of Bidding Documents shall prevail.
109	Part 2, Voi2 :11.0 -Software Support  (1)... Contractor to utilize a shared document	Does It imply that the successful bidder will have to host a Web based Document Management system? Dosen have to cater to documents of other contractors, required for interfacing ? Please elaborate.	Yes please. The Contractor is required to cater to the Documents of other Contractors to the extent; it is needed for proper interfacing.

	management system with the Engineer and the Employer which shall be web/internet based.		
110	<p>Part 2, Vol2 :11.0 -Software Support</p> <p>(2)... Contractor to provide full support to Employer and Engineer for all computer programs...</p>	The major Engineering Analysts/ Design software to be used during Design Phase will be on license basis, whetion of software license will remain valid for the project duration. This would include the software supplied to the En License & support will expire on completion of design phase. PI confirm ;	Provisions of the Bidding Documents shall prevail.
111	<p>Part 2, Vol3 :6.0 Planning Submission</p> <p>f) Reconstruction of connections to SOB &amp; RUB...</p>	Would it involve preparation of any Land Acquisition Plan, in case the same is needed? Please clarify.	Provisions of the Bidding Documents shall prevail. Please refer Part -2, Volume 2, General , Clause 19.0(3) of bidding documents.
112	<p>P2 V1 p7</p> <p>P2 V5 p29</p>	<p>It is stated that the existing roadway and pedestrian crossings shall be modified by due to the addition of new tracks. During that modification, is the existing railway operations will be stopped ? Because this has an impact on the cost since it may require special techniques and solutions.</p> <p>In P2 V1 p7, it is stated that the existing railway shall be in operation during the modification and special precautions shall be taken where the construction works are close to the existing tracks under operation. On the other hand, in P2 V5 p29, it is stated that the existing railway operations might be stopped temporarily during the constructions works. Please provide further clarification.</p>	<p>Provision included in Part-2 volume 5 clause 16 (4) have specific provision for traffic block during construction of rail fly over / road over bridges.</p> <p>Normally for modification of roadway and pedestrian crossings rail operation shall continue unhindered with safety precaution as stated in clause 6 (m) (vi) Part-2 Volume 1 (page 107)</p>
113		Is the information related to the number, orientation and diameter of the piles under the foundations	GADs are indicative. Please refer to clause 3 Part-2 Volume 4

		shown on the bridge drawings are based on soil conditions and structural calculations or they are for illustrative purposes ?	(Page 146) of the Bidding Documents.
114		In the tender drawings bridges with approximately 30m span are shown with box section. It seems that post tensioning should be applied to those bridges. On the other hand, these bridges shall also be designed with pre-tensioned precast beams and it is allowed in the specifications. Is the Contractor free to propose these type of design in such bridges?	Please refer to clause 3 Part-2 Volume 4 (Page 146) of the Bidding Documents.
115		In EIA report table 2.2, the total length of the lots is stated as 272 km, although it is 343 km in the scope of the project Please provide further clarification.	For scope of work please refer Part 2 Vol 1 of the Bidding Document. EIA Report is in 2 parts as included in Part 4, reference document. first part covers approx 272 km and second part covers approx 72km and both covers entire section of 343km.
116	P2 V1 p6	In P2 V1 p6, restoration of existing roads and bridges are mentioned. If it is the upgrade of structures and comply with the existing codes and standards, this may result in demolition of the existing structure and construction of a new one. What is the objective of this restoration ?	Provisions of the bidding documents shall prevail.
117		After the hydrological calculations and hydraulic design, what will happen if enlargement of an existing culvert is required ? In that case, demolition of the existing culvert and construction of a new one might be needed and even change in the railway profile might be required. Are these also in the scope of the Contractor and how it is paid ?	Any enlargement of existing railway bridges is not in the scope of works.

118	P2 V3 p11	In P2 V3 p11, it is stated that the track condition survey and rehabilitation is recommended. Please provide further clarification.	Available details with the Employer have already been provided in the Bidding Documents.  Provisions of the Bidding Documents shall prevail.
119	P2 V3 p 121,122 and 123	According to P2 V3 p 121,122 and 123, It is stated that in the design Indian Railway Standards or/and (?) international <i>norms and standards</i> as agreed with the Engineer shall also be used. Please confirm.	Priority of codes shall be as provided in Part - 2, Volume 6 Appendix 16 Design Standards. Please refer Addendum no. 1.
120		Allotment of Yard/Land by DFCC for setting up of mobile unit, and panel making, welding etc. Please let us know the availability of Railway land	In addition to the land acquired for Right of way, 2 (two) land parcels each measuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction depot/staking of material and other temporary requirements of the work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.
121		Can we propose the alternative for a part of track works or alternative	Provisions of the Bidding Documents

		should be for entire track works?	(clause 3. of Section-III of Part-1) shall prevail.
122		Alternate Proposal for fastening item from Vossloh is acceptable to DFCC. Please confirm	Provisions of the Bidding Documents shall prevail.
123		Keeping in view the foreign agencies involved in the DFC execution, Modern Methodology for Track Laying other than 260 m panel making and laying is permitted. Please confirm.	Provisions of the Bidding Documents shall prevail. Please refer Part -2, Volume 4, Para 4.3.3 (1&2), Page 155 of bidding documents.
124		Please let us know the number of joints of flash butt and please let us know scope of both station and in situ welding.	Bidders may work out the numbers depending upon technology proposed / length of rail procured / scheme of works
125		We request you to provide list of approved vendor/ manufacturers for specialized items if any.	Presently DFCCIL does not have any approved vendors.
126	General Source of water	What is the source of water for the project works?	The Contractor is responsible for arrangement of water for the project.
127	General Geological details	Kindly provide the Geological details of the Project area	Information on general geology of the project area may be obtained from standard published on the subject matter. Bore log details provided in Part 4 of the Bidding Documents give indicative information on the subsurface strata along the alignment.



128	General Land acquisition	What is the status of the Land acquisition	Land will be made available as per clause 2.1 Appendix to Tender.
129	Part-4.1 (Project sheets) Chainages in Project sheets	Chainage given for end sheet is not matching with the start of next sheet. There are different of Monarch start Chainage, Monarch end Chainage, RITES Chainage and RLY Kms. ( Example Lot 101-ref Proj. sheet nos 1, 2, 7, 8, 20, 62, 63, 64, 65, 70 and 74)	A concordance table for matching these chainages has been provided in the sectional details in each slice/lot. Please refer Part-4 site data of Bidding Document.
130	General Yard re grading	In the Package-101 and Package 103, some of the yards required modifications connecting the DFCC yard to Indian Rly yards. In this connection any yard re grading work is involved to match the gradient. PI confirm?	Scope of work is as included in the bidding document. In case for joining DFCC yard with IR yard require re grading it is included in the scope of work.
131	Part-4.1 (Section Details) Flyovers	There are Flyovers of 04 nos in Pkg-101, 01 no in 102 and 02 nos in Pkg-103 mentioned in Sectional details in Part- 4.1. Whether these Fly overs are new constructions or modifications to existing ones to suit DFCC alignment. Please clarify?	These are new constructions.
132	General Flyovers	Please clarify whether DFCC will provide all the approvals and permissions for construction of Flyovers from IR. What is the deposit norms and payments?	All clearances / approvals / sanctions for design/ planning/execution shall be obtained by the Contractor. In this regard please refer Scope of Works for the list of approvals/ clearances/ sanctions etc required from various authorities. Also refer ITB 29.1, BDS 29.1 and GC Sub-Clause 1.3 and GC Sub-Clause 2.2.

133	General Flyovers	Either for Construction or for modification of Flyovers, Railway block working is required. Whether the DFCC provides arrangement all Blocks on Free of Cost. Please clarify?	Traffic blocks as agreed will be arranged free of cost by Employer subject to Clause 16 Part 2 Volume 5 Page 201
134	General Loop line lengths	Length of Loop lines in Junction station is given as 1500 Mtrs where other yards are given as 720 Mtr. Please clarify what is the difference in lengths provided?	Requirement of long loops at Junction Stations have been kept for long haul operational requirements of DFCC
135	Part-4.1 (Junction & Crossing Stations) Station Building Drawings	Station buildings are marked in the proposed yard plans of Junction and Crossing Stations. Please provide us the station buildings to be constructed with size.	Construction of Station Buildings is not included in the Scope of Work.
136	General Staff Quarters	Any residential quarters (Ty-I, II, III, IV and V) are included in this project Packages.	Residential quarters to be constructed are mentioned in the list of chartered utilities provided in site data Part -4 of bidding documents.
137	Part-4.1.11 ( List of Chartered utilities)  Gas Pipe line(Xing ,GAIL)	There are two gas pipe lines at Ch 1100.42 and 1108.89 in Lot- 101 are mentioned. Whether these lines are required for shifting. If required, Whether DFCC will provide all necessary permissions from concerned authorities.	All clearances / approvals / sanctions for design/ planning/execution shall be obtained by the Contractor. In this regard please refer Scope of Works for the list of approvals/ clearances/ sanctions etc required from various authorities. Also refer ITB 29.1, BDS 29.1 and GC Sub-

			Clause 1.3 and GC Sub-Clause 2.2.
138	Part-2, Volume-1  Service Buildings	Any service buildings like DFCC Offices, Goomties etc are to be constructed in these package. The Drgs are not enclosed. PI confirm?	Buildings to be constructed are listed in the chartered utilities of each slice / lot and Appendix 17, Part -2, Volume 6 of bidding documents. Drawing shall be prepared by the Contractor as per provisions in the Bidding Documents.
139	Part-2, Volume-1  Service Roads	It is mentioned in the scope of work, service roads are to be provided along the corridor. Any permanent structures and CD Works are also to be constructed in service road portion. PI clarify?	Construction of service road has been removed from the scope of work. Please refer addendum.
140	Part-2, Volume-1  Additions/Alterations to Existing Yards	In part-4 of the bidding document, specifying the additions and alterations to the existing yards of IR with DFCC Connectivity. Any thing beyond the proposed works indicated in drawing can be treated as Modification.PI clarify?	Scope of work is as specified in the bidding document.
141	Part-2, Volume-1  Level Crossings	Part-4 of Bidding document indicating the necessary modifications to existing LC's and new LC's as per standard. Whether any Gateman Quarters and working goomties are required to be constructed .PI clarify?	Gateman Quarters and working goomties, unless included in the chartered utilities, are not included in the scope of work.

142	<p>General</p> <p>Allotment of Casting yard/Place for Sleeper Plant / Welding Plant</p>	<p>Allotment of Yard/Land by DFC for setting up of Sleeper Plant unit and panel making, welding etc. Please let us know the availability of Railway land</p>	<p>In addition to the land acquired for Right of way, 2 (two) land parcels each admeasuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction depot/staking of material and other temporary requirements of the work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.</p>
143	<p>General</p> <p>Panel Preparation</p>	<p>Keeping in view the foreign agencies involved in the DFC execution, Modern Methodology for Track Laying other than 260 Mtr panel making and laying is allowed or not.PI clarify?</p>	<p>Provisions of the Bidding Documents shall prevail. Please refer Part -2, Volume 4, Para 4.3.3 (1&amp;2), Page 155 of bidding documents.</p>
144	<p>General</p> <p>Mining activities</p>	<p>Is there any ban on Mining activity? i.e for Sand aggregates etc.PI confirm?</p>	<p>This information is to be ascertained by Bidder.</p>

145	General  Extension of time	As the lot of Technical information like alignment, Design parameters, methodologies and other aspects are to be submitted along the bid, submission time may be extended for a period of one month	The proposed modification is not accepted.
	Navyunga 30-01-2012		
146		All codes and guidelines do get updated time to time. For the codes and standards to be followed the cutoff date shall be treated as the date of issue of bid document. Please confirm.	Please refer to 2 <sup>nd</sup> paragraph of Sub-Clause 5.4 of General Conditions of Contract (FIDIC - Conditions of Contract for Plant and Design Built -1999) read conjointly with Appendix 16 of Part-2 Volume 6 (Page 329).
147		Provision of approval of Design basis report is not mentioned. Please clarify.	Provisions of the Bidding Documents shall prevail.
148		Draft SOD for DFC loading is only available. In such case, will Approved DFC loading for eastern Corridor shall be specifically issued for implementation? Please clarify	DFC Loading Standards are covered in Bridge Rules. MMD for Eastern Dedicated Freight Corridor is being issued separately. Please refer Addendum No. 1.
149		No L-section for Service Road is available in Bid Doc. Only one cross section is included. It is proposed that service road will be provided for upto a max height of 1m from the natural ground level andd at minor bridge locations, only causeways shall be built for the Service Road. Pl. confirm.	Construction of service road has been removed from the scope of work. Please refer Addendum No. 1.

150		The validation of L-section, Opening sizes will have to be done after the award of the LOA/ LOI or during pre-construction survey. Any increase and decrease of opening sizes span of bridges due to any site constraint shall be treated as variation. PI. confirm.	Provisions of the Bidding Documents shall prevail.
151		Since the nala/ drain/ small streams do not have defined catchment area, it is assumed that the largest opening in the adjacent IR /RVNL constructed tracks shall be treated as adequate. PI. confirm.	Please refer to clause 3 of Part-2 Volume 4 (page 146)
152		The extra land at suitable locations as required for making temporary yard for setting up of mobile unit, welding & rail panel making, material & plant depots for construction works etc. will be temporarily allotted by DFCCIL till commissioning of the project. Please confirm.	In addition to the land acquired for Right of way, 2 (two) land parcels each admeasuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction depot/staking of material and other temporary requirements of the work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.

153		Can we propose the alternative for a part of track works or alternative should be for entire track works. Pls Confirm	Provisions of the Bidding Documents (clause 3. of Section-III of Part-1) shall prevail.
154		Alternate Proposal for fastening item from Vossloh is acceptable to DFC . Pls Confirm	Provisions of the Bidding Documents shall prevail.
155		Keeping in view the foreign agencies involved in the DFC execution, Modern Methodology for Track Laying other than 260 m panel making and laying is allowed Pls Confirm	Provisions of the Bidding Documents shall prevail. Please refer Part -2, Volume 4, Para 4.3.3 (1&2), Page 155 of bidding documents.
156		Whether DFC contractors have to declare the names of sleeper manufacturers also during the bid. Please clarify	Please refer Bidding Form SUP in Part1 Section IV of bidding documents. (page 74)
157		Please let us know whether we have any exemption for paying of excise duty/sales tax on the raw materials used in sleepers and exemption of excise duty and sales tax on concrete sleepers also. Pls clarify	Please refer to ITB/BDS 29.8.
158	AutoCAD Drawings for P&P and Structures	Request: Autocad Drawings for all three lots , P&P and structures may please be provided	A CD containing drawings in Auto CAD already given.
159	BOQ and Material Report	Request: BOQ and Material Report for the entire stretch may please be provided to the Contractors for Guidance only	No such document can be given.
160	Track Construction	As per Indian Railway's policy, designs, specifications & the suppliers of Track Components require RDSO approval. Please clarify whether, this procedure will have to be followed in this procurement.	Please refer provisions in the Bidding Documents. Procurement of Track Items will be done as per Part -2, Volume 4, Design Criteria and specification included in Clause 4.0 of the

			bidding documents.
161	Track Construction	Please clarify whether suitable approaches from the existing network of Indian Railways to bring Track-Laying-Train, Track M/Cs & Material Trains etc. to the work site, will be permitted at appropriate locations	As per methodology for track construction agreed during technical evaluation DFCC will provide required assistance for permission from Indian Railways.
162	Track Construction	Can Long rail panels be made by rail welding outside the project area (say in the rail rolling plant) & brought at site by special rakes. Please clarify.	It depends upon the methodology for track construction proposed by bidder and agreed by DFCC during technical evaluation.
163	Part-I Page 22/ Clause 24.3/ Eligibility & Qualification of Bidder	A negative determination will reject Bidders' first stage technical proposal. Please clarify that such rejection shall be restricted to Bidder's technical proposal only i.e. the Bidder shall be still eligible for the second stage submission / pre bid quotes and else where.	Please refer to ITB 24.3 according to which a negative determination will result in rejection of the Bidder's first stage technical proposal. Obviously if the first stage Technical Proposal is rejected the Bidder shall not be invited for the second stage Bidding.
164	Part-I Page 22/ Clause 24.3/ Eligibility & Qualification of Bidder	Since based on pre-qualification, maximum number of lots, which can be allotted to each bidder is mentioned , however bidder is allowed to quote for all the three lots. Pl. confirm.	Yes please. The bidders are allowed to quote for all lots. Please refer ITB 1.1. Please also refer Addendum No. 1.



165	Part-I Page 22/ Clause 24.3/ Eligibility & Qualification of Bidder	The term employer and Engineers is mentioned at certain instances. Please clarify Who are Engineers and Employers and their role in context to project. We understand that no two roles can be simultaneously operable. PI confirm.	Please refer to GC Sub-Clause 1.1.2.2 and 1.1.2.4 as well as Appendix to Tender for the definition of the Employer and Engineer. For the role of Employer and Engineer please refer to GC Clause 2 and 3 respectively.
166	Part-I Page 23/ Clause 25.2/ Eligibility	Employer must bring to the attention of the bidder any acceptance or even non-acceptance of first stage submission from any bidder to all the bidders. Any way this should be through a clarification/ amendments. Clause 25.2 appears not to allow such procedure. Please clarify	The provision of ITB 25.2 shall prevail.
167	Part-I Page 23/ Clause 26	Suggestion: Targeted date of second stage of submission is not indicated, This may please be indicatively given for our planning purposes.	Please refer to ITB 26.
168	Part-I Page 035/ Clause 47.2	Is second stage of technical evaluation required, when DFCCIL has accepted the concept in the first stage of Technical evaluation? Please clarify	Please refer ITB 47 which is self explanatory.
169	Part-I Page no. 53/ Technical data	In item 8 (Bridge design and specifications): We understand that only references of types of material and Design Philosophy is to be submitted i.e no design drawings/ data/ document to be submitted at this first stage of submission. PI Clarify	Please refer Annexure 1 of Section III evaluation and qualification criteria clause 2.2 (5) of Part 1 of the bidding document.

170	Part-I Page 91/	The 100 Kmph speed is proposed for yards and its integrations with IR existing railway system appears to be incorrect as 100 kmph may not be permitted in yards, on Turnouts, crossovers and integration points of IR. PI. clarify.	Please refer clause 4.41 of Part-2 Volume 4 of Bidding Documents. (Page 155).
171	Part-I Page 91/	Suggestion: Mechanized track laying in yards and block sections: This appears to be an extremely costlier proposition for the mobilization of the mechanized track laying equipments for short lengths of 100 kms.	Proposed modification not accepted.
172	Part-I Page 91/	Please clarify if any support of hiring or installation of IR mechanized track laying machinery equipment will be provided.	No support shall be provided in hiring or installation.
173	Part-I Page 91/	Discontinuity of service road may be allowed at all Major Bridges, RUBs, ROBs and wherever canals are expected to cross. PI confirm	Construction of service road has been removed from the scope of work. Please refer addendum.
174	Part-II	Role and jurisdiction of Engineer and Employer may be clarified	Please refer to GC Sub-Clause 1.1.2.2 and 1.1.2.4 as well as Appendix to Tender for the definition of the Employer and Engineer. For the role of Employer and Engineer please refer to GC Clause 2 and 3 respectively.

175	Part-II Page -102/ cLause 1.0 para 3	Which contractor is responsible for the final integrated testing & commissioning? It may not be practical to ask current bidder for Civil Works to be responsible for test and commission the works done by the external agency responsible for Electrification and S&T works. Please clarify	Please refer clause 19 of Part-2 Volume 5 (page 210)
176	Part-II Page 102/ Clause 2.0 Scope of work	Period / reference of clause of defect liability period has not been mentioned. Please clarify.	Please refer Appendix to Tender Sub-Clause 1.1.3.7
177	Part-II Page 103/CI 2.0(3)	The document mentions that list of bridges L-C, RUB , ROB and charted utilites are final. Does it mean that opening sizes provided are also final and any changes shall be treated as variation? PI confirm.	No. Please refer to the provisions in the Bidding Documents
178	Part-II Design Review procedure	Since validation of only plan and profile given in the bid doc. is done post bid, any variation in plan profile and cross sections, as necessary, shall be paid/ deducted as per new design? PI confirm	Provision of bidding document shall prevail.
179	Part-II Design Review procedure	Suggestion: Time period for approval of design , GAD/ Document submitted to Engineer, should not be as "mutually agreed". It should be such that if no comments are received within two weeks of submissions, the document shall be treated as valid /approved and good for construction. This will ensure speedy implementation.	Provisions of the bidding documents shall prevail.
180	Part-II Design Review procedure	No extra width of barrel length provided on minor bridges. PI. confirm.	Provisions of the Bidding Documents shall prevail.
181	Part-II Design Review procedure	Preparation of S&T drawings is in the present contractor's scope? PI. clarify.	No please.

182	Part-II Page 143/ cl. 2.3.5 para 4	Steeper slope can be permitted as per the strata and design. PI confirm.	Provisions of the Bidding Documents shall prevail.
183	Part-II Page 147	Precasting of major bridge girder permitted. Pls clarify.	Provisions of the Bidding Documents shall prevail.
184	Part-II Vol 2 Clause 10.0 & 11.0 Page 133	Suggestion: It is felt that given the strict Timelines for Completion of the project, the design review and drawings review period of 28 days is too High , this may be suitably reduced to 14 Days .	The proposed modification is not accepted.
185	Part-II Vol 2 Clause 1.1 Page 138	When evaluating the Technical and Financial proposal of the Contractor the savings that the Contractor's technology can provide for O&M shall be taken into account. Pls Confirm	The proposed modification is not accepted.
186	Part-II Vol 2 Clause 3 Page 146	Since it is a design build Project , it is assumed that the contractor can suitably increase/decrease the span arrangements to effect savings of construction .Pls Confirm	Provisions of the Bidding Documents shall prevail.
187	Part-II Para 2.3 Table (page 046)	Suggestion: Chief Design Engineer should be BE/Civil+ME/Strl. Engg., having experience in AUTOCAD. Normally, Chief Design Engineer is not expected to do CAD work, for which separate CAD Operator position may pl. be asked.	Please refer Addendum No.1.
188	Part-II Para 1.2(1)- page 138	Maximum train speed of 100 KMPH has been mentioned. What should be the design speed for alignment and other designs? PI clarify	Please refer to the Performance Criteria for Speed as indicated in clause 1.0 (1) Part-2 of Volume I (Page 102) of the Bidding Documents.

189	Part-II Page 103-104/ SBD P-2 Para 2.0(6)(b), (e), (f), (g)	Suggestion: Existing LCs on the IR network will also have be converted to RUBs along with the RUBs on the proposed DFC lines under the ambit of this contract. Further, existing ROB?RUB will have to be modified to accommodate DFCC tracks. Does this require a separate approval from Zonal Railways and direct supervision for construction by Railways? If yes, this will affect the bid cost and time frame, in case Zonal Railways are not sufficiently responsive in terms of the above factors. It is therefore suggested that the scope may be limited to the DFC lines only in such cases. Similar is the case with Existing ROBs/ RUBs/ FOBs, Platforms and other facilities on Zonal Railway network in vicinity of DFC.	No existing level crossing is being replaced by RUB in the present Scope of Works.  As per indicative planned alignment/ rail level no modification is required for existing ROBs.  Modifications of FOBs/ Platforms are listed in the respective list of chartered utilities.
190	Part-II Page 104 SBD P-2 Para 2.0(6)(d)	Suggestion: A list of standard spans for superstructures of Major, Minor Bridges and Standard Single/multiple vent Box Culverts may be given which will enable us to optimize the alignment and other parameters.	Suggestion not accepted.
191	Part-II Page 117 SBD P-2 Para18.0 (1) and (5)	Para (1) says that the Proposed Alignment, yard plans and Geo-tech data given in the reference document of the bid is based on preliminary investigations and is for reference purpose only. Para (5) permits only minor modifications to the alignment etc. However, as a result of detailed study and optimization of the alignment and structural designs if any major/significant/substantial modifications arise, that may be required to be carried out at either design or implementation stages, the same shall be to the DFCCIL's account. Pl. clarify & confirm.	This is a Design-Build Contract. The Contractor is responsible for design, construction, safety, testing and commissioning of the project. However, provision of bidding document shall prevail.

192	Part-II page 129 SBD P-2- Sec.-vi Vol3 16 7.2.5(a)	'recommendations where connections between DFC and IR tracks are to be done' – This involves traffic studies and assessing traffic patterns, which requires extensive traffic studies. Therefore, DFCC may please specify this requirement to the contractors, who will then plan the connections at specified locations.	Connections of DFC network and IR network are being provided for operational requirements. No traffic studies are required.
193	Part-II Page 129 Cl. 7.2.6	We understand that S&T buildings, interlocked gate lodges and OHE and General Electrical related buildings etc., including the buildings, sheds etc. which need rehabilitation/reconstruction due to dislocation on account of DFCC works are not covered in this scope as the same will be carried out by other(interfacing) contractors, mentioned elsewhere in the document. Pl. confirm.	Buildings to be constructed are listed in the chartered utilities of each slice / lot as included in site data Part-4 and Appendix 17, Part -2, Volume 6 of bidding documents,.
194	Part-II Pag3 130 SBD P-2 CI 7.3.1.4	Track condition surveys and rehabilitation recommendations – We understand that since there is no DFCC track existing as at present, this clause is not relevant. Pl. confirm.	Provisions of the Bidding Documents shall prevail.
195	Part-II Pag 197 SBD P-2 CI 14.14	RCC Pipes for S&T cables – Pl. specify the class of RCC Pipes.	Provisions of the Bidding Documents shall prevail.
196	Part-II Page 207 SBD P-2 CI 48 17.6	Pl. specify details of fencing envisaged.	Provisions of the Bidding Documents shall prevail.
197	Part-II Page 125 SBD Part 2 Volume 3 CI 16 7.1.1 (c)	The term "Quality assurance plan for design within 42 days of commencement" is not clear. Please clarify.	The provision is self explanatory in the Bidding Document.

198	Part-II Sectional details slice 102 of 13	The length of single line alignment from New Tundla Junction Station to Kuberpur yard is not indicated in the table. As per alignment plan, it is partly in detour and partly in parallel to Tundla	This single line connection from New Tundla to Kuberpur has been shown in the project Sheet (Site Data-Part-4). Please refer to Addendum No. 1.
199	Part-II Sectional details slice 102 of 13	The length of single line alignment from New Tundla Junction Station to Kuberpur yard is not indicated in the table. As per alignment plan, it is partly in detour and partly in parallel to Tundla	This single line connection from New Tundla to Kuberpur has been shown in the project Sheet (Site Data-Part-4). Please refer to Addendum No. 1.
200	Part-II Page 141 Part 2 Volume 4 Cl 2.3.1 & 2.3.2	As per Clause 2.3.1, The width of formation for single line is 7.6m and for double line is 13.5m. However, as per Cl 2.3.2, bidders may follow RDSO Guidelines and specifications for design of formation of heavy axle load, Nov. 2009 for design of formation. As per Cl 5.7 (a) of the code, the recommended formation top width is 8.5m for single track and 13.5m for double track. We understand that the code for design of formation may be followed except for the specified top width of 8.5m for single track in this procurement. Please confirm.	Width of formation shall be as specified in Para 2.3.2 (1), Volume 4, Part 2 of the bidding documents, i.e. 7.6 m for single line and 13.5 m for double line on straight alignment. For the thickness and specifications of blanket, prepared subgrade, embankments etc., bidders may follow RDSO GE:0014 or any other alternative which shall have prior approval as per the procedure detailed in Para 3, Section III, Part 1 of the bidding documents.

201	Part-II Page 147 Part 2 Volume 4 CI 3.1 (10)	Bridge loading for DFC shall be 32.5T axle load with corresponding locomotives and wagons as per IRS Bridge Rules First Revision 1964 second Reprinting -2008. Please confirm.	Bridge loading shall be as per DFC Loading (32.5 T axle load)  Provision of bidding documents shall prevail
202	Part-II Page 148 Part 2 Volume 4 CI 3.2 (3)	As per IS 1983-2002 map, alignment from Bhaupur upto Aligarh is in seismic zone-III and alignment from Aligarh to Khurja is in Zone-IV. Accordingly, bridges in LOTs 101 & 102 will be designed for seismic zone-III. Bridges in LOT 103 shall be designed for Zone IV and shall be detailed for ductility as per draft guidelines for seismic detailing issued by RDSO & IIT Kanpur. Please confirm.	Provision of bidding documents shall prevail.
203	Part-II Page 149 Part 2 Volume 4 CI 3.2 (7)	As per IRS Substructure Code (Cl. 4.9.2), freeboard requirement can be relaxed up to a min. of 600 mm. Similarly, as per Cl. 4.8.3, clearance requirement can be relaxed up to a min. of 300 mm. However, the minimum requirements may have to be further relaxed due to restrictions of level crossings, yards, etc. Please confirm that such relaxations beyond IRS codal provisions can be sanctioned under unavoidable circumstances.	Provision of bidding documents shall prevail.
204	Part-II Page 149 Part 2 Volume 4 CI 3.4	The criteria for seismic analysis as per IRS Bridge rules is different to IS 1893 (Part-I)-2002 and does not refer to response reduction factor. Please confirm whether IRS Bridge rules to be followed or IS 1893 (Part-I)-2002. Also confirm whether the draft code "IITK-RDSO Guidelines on Seismic Design of Railway Bridges" is to be followed for seismic analysis of Bridges.	For seismic design of bridges, "IITK-RDSO Guidelines on seismic Design of Railway Bridges", shall be followed. Please refer Addendum no. 1.



205	Part-II Page 201 Part 2 Volume 5 Cl. 16.0 (2)	The maximum duration of track closure that may be allowed for each block and number of blocks allowed per day, for construction/modifications of Rail Flyovers & ROBs at different locations and ROBs may please be indicated.	Provisions of bidding documents shall prevail.
206	Part-II Part 2 Volume 6, Appendix 16 Page 329 Civil Works, (g)	Please confirm the minimum vertical and horizontal clearances required and other dimensions shall be adopted from schedule of Dimensions for Dedicated Freight Corridor (Draft Copy) issued by RDSO in the year 2010.	Please refer MMD of Eastern DFC.
207	Part-II Part 2 Volume 2 Definitions Page 109,110	The term "Engineer" is not defined. Please explain who is "Engineer"?	Please refer to GC Sub-Clause 1.1.2.4.
208	Part-II Service Road	No openings will be provided at bridge locations for service road. Service road will be provided as a causeway at bridge locations. Please confirm.	Construction of service road has been removed from the scope of work. Please refer Addendum No. 1.
209	Part-II Variation in Opening sizes due to survey & hydrological investigations	If larger openings than indicated in bid document are required to be provided due to survey & hydrological investigations, the additional waterway provided shall be treated as variation and shall be payable to the contractor.	Provision of bidding documents shall prevail.
210	Part-II Provision of RE wall in RFOs.	Please confirm whether Reinforced earth walls can be provided in approaches of RFOs.	Provision of bidding document shall prevail.

211	Part-II Provision of Steel Superstructures for spans longer than 24.4m	As per latest Railway Board Circular, only steel superstructures shall be provided for spans longer than 24.4m. Please clarify whether this is to be followed for Bridges design of DFCC also.	No. Please refer Clause 3 of Part 2, Volume 4 of bidding documents.
212	Part-III Section VIII Page 350,351	Suggestion: The lines "In Case the Employer makes a Claim on Performance security, which it was not entitled to make ,the Employer shall forthwith refund such amount of the Claim to the Contractor" may please be modified as "In Case the Employer makes a Claim on Performance security, which it was not entitled to make ,the Employer shall forthwith refund such amount of the Claim to the Contractor along with Interest at a Rate of LIBOR +8% starting the day of claim of Performance Security"	The provision of PC Sub-Clause 4.2 shall prevail.
213	Part-III Section III Page 365, Advance Payment	Suggestion: Instead of Releasing the Bank Guarentee for Mobilization advance after recovery of 50% of Mobilization advance , it may be please considered to release the Mob advance in Parts of 5 Crores or thereof. Pls Confirm	Please refer Addendum 1.
214	Part-III SBD P-2-VOL. 1 to 5 20 of 37 4.3.3.5	Pl. specify 'necessary interfacing arrangements'	The provisions of bidding documents are amply clear and that an experience bidder is expected to understand complete range of interfacing called for between System and Civil Contractor. Accordingly provisions of bidding documents shall prevail.

215	<p>Section FIDIC GCC Pg 13 of 103 Clause No. 2.5 Employer's claim: If the Employer considers himself to be entitled to any payment under any clause of these conditions or otherwise in connection with the Contract. And/or to any extension of the Defects Notification Period. The Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas]. Under Sub-Clause 4.20 [Employers Equipment and Free-Issue Material], or for other services requested by the Contractor.</p>	<p>We request DFCCIL that not to deduct any amount without the prior approval of the Contractor, in case the client considers the amount due to him and the contractor does not agree. He may refer the matter to dispute resolution.</p>	<p>The Employer's claim shall be determined by the Engineer in accordance with the stipulation stated in paragraph 3 of Sub-Clause 2.5.</p>
216	<p>Section FIDIC GCC Pg 17 of 103 Clause No. 3.5 Determination</p>	<p>We request DFCCIL to add in 1<sup>st</sup> Para 2<sup>nd</sup> sentence. "No determination shall be made without the consent of the contractor."</p>	<p>The provision of GC Sub-Clause 3.5 shall prevail.</p>
217	<p>Section FIDIC GCC Pg 18 of 103 Clause No. 4.2 Performance Security</p>	<p>We request DFCCIL to add the following at the end of 3<sup>rd</sup> Para, "Based on the extension provided by the employer. If the delayed completion is due <u>to</u> reasons attributable to the employer the costs of such extension shall be payable by the Employer <u>to the Contractor</u>".</p>	<p>Proposed modification not accepted.</p>

218	Section FIDIC GCC Pg 25 of 103 Clause No.4.13 Rights of Way and Facilities	We request that temporary or special ROW should be provided by DFCCIL including special ROW. In case of delays in acquiring such ROWs contractor shall be suitably compensated in terms of time and cost.	Provisions of the bidding documents shall prevail.
219	Section FIDIC GCC Pg 26 of 103 Clause No. 4.16 (a) <u>Transport of Goods:</u> The Contractor shall give the Engineer not less than <u>21 days</u> notice of the date on which any Plant or a major item of other Goods will be delivered to the Site.	We request DFCCIL to replace the existing clause by: "The Contractor shall give the Engineer not less than <u>7 days</u> notice of the date on which any Plant or a major item of other Goods will be delivered to the Site".	Provisions of the bidding documents shall prevail.
220	Section FIDIC GCC Pg 33 of 103 Clause No. 5.2 <u>Contractor's Documents:</u> Unless otherwise stated in the Employer's Requirements, each review period shall not exceed <u>21 days</u> . Calculated from the date on which the Engineer receives a Contractor's Document and the Contractor's notice.	We request DFCCIL to replace the existing clause by: "Unless otherwise stated in the Employer's requirements, each review period shall not exceed <u>10 days</u> , calculated from the date on which the Engineer receives a Contractor's Document and the Contractor's notice".	Provisions of the bidding documents shall prevail.
221	Section FIDIC GCC Pg 41 of 103 Clause No. 7.4 Testing	We request DFCCIL to provide <del>electricity</del> Electricity for testing.	Provisions of the bidding documents shall prevail
222	Section FIDIC GCC Pg 42 of 103 Clause No.7.5 Rejection	We consider that not rejection shall be done by DFCCIL without the consent of contractor and a reasonable notice of 21 days.	Provisions of the bidding documents shall prevail
223	Section FIDIC GCC Pg 44 of 103 Clause No.8.1 Commencement of works	Alternately we request DFCCIL to consider commencement date to be the effective date of contract.	Provisions of the bidding documents shall prevail

224	Section FIDIC GCC Pg 55 of 103 Clause No.11 Defect Liability	We request that Defect Notification / Liability Period shall be 180 days from the date of Taking over of Works & sections.	Provisions of the bidding documents shall prevail.
225	Section Part 2 Volume-1 Pg 102 Objective The civil contraction has to be carried out in a manner so as to permit the other contractors to carry out system works of electrification and signalling. It is anticipated that systems contractors shall be in place one year after the commencement date of works.	This means that the signalling and electrification works will have already been done by the time we have to lay the track. We need to check if this will cause any hinderance to NTC operation.	The bidder's interpretation / assumption is not correct. Please refer to Appendix 3 Part-2 Voume-6 of bidding documents.
226	Section Part 2 Volume-1 Pg 103 & 104 Clause No. 2.0 (6) (e) & (f) <u>Mandatory clearance / approval / sanction from concerned authority.</u> No claim for delay or compensation from the contractor on modification of the existing road over bridges (ROB), modification of foot over bridges (FOB), modifications to railway platforms, sheds at existing railway stations shall become tenable.	Since the contractor has no control on <u>approving / sanctioning</u> authority / sanctioning authority. We request DFCCIL to either <u>to provide claim for delay or compensation for delay</u> and / or give a <u>stipulated</u> schedule for availability of these fronts so that <del>contractor</del> contractors can plan their works accordingly.	Provisions of the bidding documents shall prevail. Please refer to GC Sub-Clause 2.2 also.
227	Section Part 2 Volume-1 Pg 104 Level Crossing Level Crossing	Will the NTC lay track through the level crossings? Or do we have to employ some other work methodology?	It shall depend upon the methodology of track construction proposed by the bidder and approved by the Employer during first stage technical evaluation. Please also refer to Clause 17 Part-2 Volume 5 of bidding documents (Page 201).

228	<p>Section - 1 Pg 11 Clause No. 4.3(e) However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontract in more than one bid.</p>	<p>During PQ stage a bidder was not allowed to participate as a subcontractor in any bid. Why this change?</p>	<p>Provisions of ITB 4.3 (e) are in conformity with the PQ documents issued earlier.</p>
229	<p>Section - 1 Pg 11 Clause No. 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p>	<p>Why does it say 'in case'?</p>	<p>Invitation for bid issued to pre-qualified bidders only.</p>
230	<p>Section – II Pg 42 Clause No. 29.8 The material equipment and services to the projects funded by International Bank of Reconstruction and Development (IBRD) are eligible for deem export benefits procured under ICB Procedures.</p>	<p>Will deemed export benefits also apply for import of machinery and equipment for execution of the contracts?</p>	<p>ITB: BDS 29.8 is self explanatory. Please refer Addendum No. 1.</p>
231	<p>Section – II Pg 43 Clause No. 29.8 The excise duty on such <b>equipments</b> required inputs for completion of the works.</p>	<p>What equipment is being referred to here? Does it include tampers etc that will be used to execute the contract?</p>	<p>ITB: BDS 29.8 is self explanatory. Please refer Addendum No. 1.</p>
232	<p>Section – IV Bidding Forms Pg 72 FORM CCC Para 2.1 (3) Annexure I Section III</p>	<p>Regarding Form Fin 3.3 referred to Financial Resources where there is two financial annexes that we need to present for the first stage where in form fin 3.3 we need to justify a cash flow of 70 million dollars.</p> <ul style="list-style-type: none"> <li>- Are Bank Certificates needed to prove the lines of credit that we have access</li> </ul>	<p>Please refer to para 2.2 of Section III Evaluation and Qualification criteria Part 1 of bidding documents (page 046). Certificate from Bank are not required to prove the lines of</p>

		<p>to/</p> <ul style="list-style-type: none"> <li>- It is necessary to allocate these lines of credit for the implementation of the project ?</li> </ul>	credit.
233	<p>Section – IV Bidding Forms Pg 72 FORM CCC Para 2.1 (3) Annexure I Section III</p>	<p>Is a minimum total amount needed to be reached for “Value of Outstanding work” Which Calculation uses this information, that is to say for which ratios ?</p>	The provisions are self explanatory in Form CCC.
234	<p>Section – IV Bidding Forms Pg 90 Clause No. 2.4 <u>Price Schedule</u> On completion of balance works as per drawing like-super structure, bearings, walkway, hand rails, wing walls, return walls, all protection works, pitching turfing, river training works. If any, testing on completion etc. complete in all respects. For rail flyover <u>refer note 2 below</u></p>	<p>Tender is silent on Note 2 on page 90 of Price schedule 2.4. We request DFCCIL to provide the detail regarding Note 2</p>	Please refer to Addendum No. 1
235	<p>Section – IV Pricing Schedules Pg 93 Clause No. Price Schedule 2.6 Specifies items of works – Platforms, foot over bridges,</p>	<p>DFCCIL is requested to detail the scope of work required to be done for platform and specify provision of Foot over bridges in newly built stations with GAD.</p>	<p>Details have been provided in the List of Chartered Utilities for each Slice /Lot (Site Data: Part-4 of bidding documents).</p>

236	Section – IVPg 58 Clause No.(c) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB – 4.2	Do these declarations have to be submitted only by Applicant or also by the subcontractor?	Yes please. The Sub contractors have also to submit the required declarations.
237	Section – IV Pg 72 Para 2.1.(c). Annexure 1, Section III Current Contract commitments/works in progress	Is this required from subcontractor also?	No. The Subcontractors are not required to submit the Current Contract / Works in progress.
238	Section – IV Pg 91 Price Schedule 2.5 Supply of new 60 kg rails and stacking at site as per the specifications contained in Employers requirement.	This should say stacking at staging or welding area as rail stacking (an welding) has to start almost immediately after award of the contract but the rails will be moved to the site only when track is being laid.	Proposed modification not accepted. Provision of bidding document shall prevail.
239	Section – VI Volume-4 Pg 138 Clause No. 1.0 General Design Criteria	We request DFCCIL to specify the minimum design life to be considered for design of Permanent works.	Provision of bidding documents shall prevail.
240	Section – VI volume-4 Pg 138 Clause No. 1.2 (1) The Permanent works shall be designed to permit the railway to operate satisfactorily at a maximum design speed of 100 Km/h for freight trains. All the bridges, culverts and the entire embankment and cutting would be constructed for “DFC loading (32.5 tonnes axle load)” Other infrastructure including that of the track shall be constructed	<ol style="list-style-type: none"> <li>1) We request DFCCIL to list item of works under other infrastructure works wherein axle load of 25 tonnes is to be considered.</li> <li>2) We request DFCCIL to Kindly provide details of existing structures along the existing Railway alignment.</li> </ol>	<p>Track is the only infrastructure to be designed for 25 tonnes axel load. Please refer Addendum -1.</p> <p>Necessary details have been already provided in the Bidding Documents.</p>



	for an axle load of 25 tonnes.		
241	Section – VI Volume-4 Pg 143 Clause No. 2.3.3 (5) Signalling and Telecom cables of DFCC which will be laid by the system contractor and which therefore does not form part of the scope of this work will be laid at suitable distance after the toe of the bank, on the side opposite to location of IR track. The drawings to be prepared by the contractor as mentioned in item(4) above shall take into account this aspect	DFCCIL is requested to kindly provide a cross section of proposed DFCCIL rail showing proposed signalling and telecom tables.	Provisions of the Bidding Documents shall prevail.
242	Section – VI Volume-4 Pg 164 Clause No. 5.0 Building Design Criteria	We request DFCCIL to kindly provide scope of work along with GAD/conceptual architectural layouts for Buildings proposed along the DFCCIL corridor as mentioned.	Provisions of the Bidding Documents shall prevail.
243	Section – VIII PCC Pg 351 Clause No. 4.12 Unforeseeable physical Conditions	We request that DFCCIL shall be responsible for unforeseen difficulties or costs.	Provisions of the Bidding Documents shall prevail.

244	<p>Section – VIII PCC Pg 352 Clause No. 5.1 General Design Obligation: The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times. Until the expiry date of the relevant Defects Notification Period.</p>	<p>We clarify that DFCCIL shall be responsible for errors / inaccuracy etc in Employers data / information etc. provided to the contractor.</p>	<p>Provisions of the Bidding Documents shall prevail.</p>
245	<p>Section – VIII PCC Pg 365 Particular Conditions Appendix to Tender</p>	<p>This is like a summary of the main conditions</p>	<p>Appendix to Tender is self explanatory.</p>
246	<p>Section – VIII PCC Pg 365 Payment Payment</p>	<p>Will Subcontractors get paid directly by DFCCIL or by Prime contractor?</p>	<p>Sub Contractors would be paid by the Contractor and NOT by the Employer.</p>
247		<p>DFCCIL is requested to kindly provide cross section and agreed drawings of formation of proposed DFCCIL track at important/critical locations along the proposed alignment (detour and parallel with existing railway alignment).</p>	<p>Indicative details have already been provided in the Site Data: Part-4 of bidding documents.</p>
248		<p>We request DFCCIL to kindly confirm number of years for warranty on Bearings to be used in structures.</p>	<p>Provisions of the Bidding Documents shall prevail. Warrantee / Guarantee on bearings will be covered as per provision of IRS/IRC/Other Relevant codal provision as included in Part 2, Volume 6,</p>

			Appendix 16 of bidding documents.
249		We request DFCCIL to provide details of proposed and existing ROB's along the alignment , also rehabilitation measures for modifications considered in existing ROB's	As per existing planned alignment and rail levels no modification of any existing ROB's would be required. Construction of new ROB is not included in the Scope of this Work.
250		We request DFCCIL to provide plans of trees requiring cutting and utility shifts along the corridor.	Please refer Clause 21 of Part 2 Volume 6 Appendix 13 of Bidding documents.
251		The new buildings to be constructed at the stations do not have any details, except their position on layout? Is it necessary to construct a building, and if so, what type?	Buildings to be constructed/rehabilitated have been mentioned in the list of chartered utilities of each slice/lot of site data – Part 4, and Appendix 17, Part -2, Volume 6. of bidding documents On this issue the provisions in the Bidding Documents are clearly stated.
252		When there are four tracks to lay in the stations, in some layouts the fourth track refers to a future enlargement, in these cases, what is the scope of work? Platform or ballast?	No Civil Works connected with future extension of loop lines in crossing station is included in this scope of this work.

253		How is the joining made between the existing embankment and the embankment to be executed when both lines are close together? Does the existing embankment need to be extended or should a ditch be set up in between/	Contractor has to design for such locations as per Site Conditions. Please refer to Clause 2.3 of Part-2 Volume IV (Page 141)
254		During the stretch of Tundla bypass (Slice 102) a duplication of road was being built, and in that bypass a major RUB (sheet 157) is for seen over a highway. Is it the same point or must we consider another Major RUB?	The details indicated in the project sheet are indicative. RUB is to be constructed for existing National Highway.
255		Where a major RUB is considered with high embankment prior and after the structure, could it be proposed to divert the road over the new track considering the layout of the roads are less demanding?	Being a Design-Build Contract, the Contractor is free to design within the provisions of the Bidding Documents.
256		Could it be possible to have the layouts of project (slices 101, 102 and 103) in dwg. (Autocad Format or similar)?	CD containing Auto CAD Drawings already provided.
257		Chainage wise Land Acquisition Status for all the three Slices 101, 102 & 103. Allotment of Yard/Land by DFC for setting up of mobile unit, and panel making, welding etc. Please let us know the availability of Railway land.	Land will be made available as per clause 2.1 Appendix to Tender. In addition to the land acquired for Right of way, 2 (two) land parcels each admeasuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at

			present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction depot/staking of material and other temporary requirements of the work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.
258		Design and sizes of new bridges parallel to existing bridges are in scope of Contractor, however minimum size shall be as per existing bridges can be smaller than 1.2M x 1.2M. Why can't we adopt existing design then?	The DFC is being built to different loading standards as elaborated in bidding documents and hence the provisions of the Bidding Documents shall prevail.
259		Clearance from forest department shall be in whose scope?	Provision of bidding document shall prevail.
260		Since most of land is in cultivated area only, from where earth for filling will come?	Identification of the borrow areas and sources of the materials is the responsibility of the Contractor.
261		Relocation/ re-routing of all power lines upto 33KV are in scope of contractor only, who will take clearances from statutory bodies ?	Please refer GC Sub Clause 2.2.
262		If all the existing LC's are to be extended then how DFC track will become hustle free? DFCCIL to rethink.	Provisions of the Bidding Documents shall prevail.

263		Will DFCCIL provide Yard plans for making connections to DFC Track as desired in Tender Documents?	Indicative Yard Plan already provided in Site Details-Part-4 in the Bidding Documents
264		Will DFCCIL provide Excise Duty and VAT benefits? Please let us know whether we have any exemption for paying of excise duty/sales tax on the raw materials used in sleepers and exemption of excise duty & sales tax on concrete sleepers also.	Please refer to ITB:BDS 29.8. Please refer Addendum No. 1.
265		Where will DFCCIL provide place for contractor's stores, office and yards?	The Contractor has to arrange the place itself at its own cost
266		Will DFCCIL provide details of all Detours as they are mostly outlining the towns/villages?	Details of detour already provided in plan & profile included in site data Part – 4 of bidding documents.
267		Can we propose the alternative for a part of track works or alternative should be for entire track works.	Provisions of the Bidding Documents (clause 3. of Section-III of Part-1) shall prevail.
268		Alternate Proposal for fastening item from Vossion is acceptable to DFCCIL or not.	Provisions of the Bidding Documents shall prevail.
269		Keeping in view the foreign agencies involved in the DFC execution. Modern Methodology for Track Laying other than 260 m panel making n laying is allowed or not	Provisions of the Bidding Documents shall prevail. Please refer Part -2, Volume 4, Para 4.3.3 (1&2), Page 155 of bidding documents.
270		We Request you to provide Auto cad format of Plan & Profile drawings and digitized topo-sheets along with the DFCC alignment marked on it for validation purpose.	CD containing Auto CAD Drawings already provided.

271		We wish to apprise that the Sectional details of the respective slices do not have list of new ROBs, however, there are many ROBs shown in the plan & profile drawings. We request you to kindly provide us the list of new ROBs along with the scope of work for construction.	Construction of new ROB is not included in the Scope of this Work.
272		We understand that the bidders are required to modify the existing ROBs. Please provide list of existing ROBs with their location details to be modified. Also please clarify how to cross the existing tracks during the modification period of the existing ROB.	As per existing planned alignment and rail levels no modification of any existing ROBs would be required.
273		We wish to draw your kind attention to the given Sectional Details of the respective slices, where TUVs against the Level Crossings are given. We wish to get clarified whether these TUVs are provided to us just for reference or we need to verify the ROB proposals with TUVs. We also wish to indicate that there are some locations with less than 40,000 TUV which are proposed with ROBs while some with more than 1 lac are proposed for Level Crossings.	Construction of any new ROB is not included in the Scope of Works
274		In case the existing roads/Nalas are required to be diverted beyond the acquired land what would be the arrangement for providing additional land to the contractor.	Land acquisition for permanent diversions of roads / nalas, which is part of permanent works is being done by employer.
275	clause 17.4.12 of Volume 5 Part 2	Please refer the clause 17.4.12 of Volume 5 Part 2, which says that Contractor may be required to dismantle the existing IR Tracks as per the approved yard plan and lay new railway tracks at no cost to the employer. We request you to kindly provide us Scope of work and approved plans for modification of	Provision of bidding documents are clear on this issue.

		the yards. Further, we request you to kindly intimate us the type of rails used for tracks in yards. We understand that the rails of 60kg/m need to be used for these contracts. Further, we request you to kindly clarify the entire scope of work for the track replacement and whether we need to replace the entire track in case these tracks are not of 60kg/m rails. Please also inform who will be supplying these rails to the contractor.	
276		We presume that the DFCCIL will take over the tracks from open line during yard remodeling. Please confirm.	DFCCIL shall provide necessary assistance.
277		We request you to kindly inform us the Engineering and Power Blocks available during the remodeling of yards. Can we get the assured block plan?	Please refer Appendix 15 of Part 2 , Volume 6 of bidding documents.
278		We request that all approvals of drawings from RDSO, Railways, NHAI or any other external agency shall be made available to the contractor by DFCCIL.	Provision of bidding documents shall prevail.
279		We understand that in case of crops on the acquired land, the farmer is entitled to get compensation, We request that such compensation of standing crop shall be provided by DFCCIL.	Land shall be handed over as per provisions stipulated in Sub-Clause 2.1 of Conditions of Contract.
280		We request that authenticated GTS Bench Marks shall be provided and base BMs shall be established on ground by DFCCIL.	Reference to Railway kilometers has been provided in the Site Data : Part-4. These may be connected to the bench marks.



281		We wish to get clarified whether the Span arrangements mentioned in the drawing / documents are final or are to be worked out as per hydraulic requirement.	Provision of bidding documents shall prevail.
282		Please clarify, whether the Relocation / rebuilding of structures coming in ROW/infringing ROW of proposed tracks, needing demolition are in scope of the bidder.	Buildings to be constructed/rehabilitated have been mentioned in the list of chartered utilities of each slice/lot of site data – Part 4 and Appendix 17, Part -2, Volume 6 of bidding documents. On this issue the provisions in the Bidding Documents are clearly stated.
283		We request that the certified hydraulic data of the existing major bridges shall be provided by DFCCIL	Indicated details are already provided in site data Part- 4 of the bidding documents.
284		Please provide the Foundation details of existing major bridges to the bidders.	Bidders may approach the concerned authorities to get required details.
285		We request you to kindly provide details of valley drain between old and new embankment.	The design requirements for the drains to be provided between the proposed DFC and the existing IR embankments are stated in paragraph 2.3.8 (2) Part-2: Volume-IV of the Bidding Documents. Construction requirements for drains are stated in section 13 of Part-2 Volume IV of the Bidding Documents.

286		We wish to apprise you that time given for submission is not sufficient as a bidder has to work upon three slices together. Therefore, we request you to kindly provide us a time extension till 15 <sup>th</sup> May 2012	The proposed modification is not accepted.
287	clause no. 3.1 ,Part-I, Section-III: Evaluation & Qualification Criteria	Please clarify whether the any alternative technical proposal (Please refer clause no. 3.1 ,Part-I, Section-III: Evaluation & Qualification Criteria) accepted at first stage evaluation of any agency/ies, will be applicable for the particular lot for all the bidders or it will be applicable to all the 3-lots in the package for all bidders	Please refer to ITB 25
288		Please clarify whether the evaluation of bids for the first stage technical proposal of bidders will be on "pass/fail" basis or it will be "merit based"?	Please refer to ITB 23 and ITB 24.
289		The consultants / sub-contractors have been pre-qualified with more than one-bidders, please confirm if they, can participate with all the pre-qualified bidders or they can participate exclusively with only one-bidder.	Please refer to the last sentence of ITB 4.3 (e).
290		It is requested to clarify that consolidated bids can be submitted for all the three-packages (lot 101,102 & 103) or the bids have to be submitted for all the three packages separately.	A separate Technical Proposal is a requirement for each lot.
291	Section II Pg 42 Clause No. 29.8 Reimbursement of Excise & Customs duty	The Employer shall reimburse the Excise and Customs Duty on claim. If deemed export benefit is available it will be claimed and passed on to the Employer in due course.	Please refer to ITB: BDS 29.8. Please refer Addendum No. 1.

292	Section III Pg 52 Clause No. 2.2 Method Statement for Track Laying	Will the employer make available a track laying train on hire for track laying? If so, the cost of hiring to the contractor may be indicated. Can linking of track panels be done at convenient locations along the track such as LCs and taken by dip-lorries and laid using cranes?	This is a design build contract, contractor is responsible for design, procurement, construction, safety, testing and commissioning. All required machines are to be arranged by contractor for execution of work.
293	Section IV Pg 89 Clause No. 2.3 Ground Improvements for Minor Bridges	Please indicate the activities envisaged in and type of Ground Improvement required & testing in Stage 1 in the cost centre, for minor bridges.	Being a Design-Built Contract, the Contractor is responsible for design, construction, safety, testing and commissioning of the Works.
294	Section IV Pg 92 Point no.6 Criteria for track	Please indicate the criteria set for deciding the track to be fit for 45Km/hr	Please refer Addendum No. 1
295	Section VI Pg 127 Clause No. 7.1.5 Derailing Switches	Please confirm use of derailing switches in the DFCC corridor, as per past experience India Railways have stopped use of such switches	Provisions of the Bidding Documents shall prevail.
296	Section VI Volume - 4 Pg 155-163 Clause No. 4.4 Turn outs and RDSO drawings	As per clause 4.4.1(8) :- All the turn outs are assembled and tested at the place of manufacture as part of inspection by the inspecting agency. Please confirm whether, is it necessary to assemble them again for testing. Please refer clause 4.4.1 (11) :- Can we have the drawing of turn-out with cant ? Similarly can we get the drawings of fittings fit for 25 t axle load? Please refer clause 4.4.3.(6) :- can we have RDSO drawing T-6216 (under trial) on spring setting device (SSD)? Please refer Clause 4.4.5. (1) :- Is it mandatory to go in for swing nose	Provisions of the Bidding Documents shall prevail.

		crossing? Please refer clause 4.5.2 (1) :- We request DFCC to kindly make available the drawings (under trial-IRS T-7008 & T-7009 )? Please refer clause 4.8.(1) :- We request DFCC to kindly make available the drawings under trial for SEJs RT-6902 & 6922 & 4165	
297	Section VI Volume-5 Pg 201 Use of Dismantle material	It is presumed that the dismantled materials of the existing track can be reused, Please confirm the same. If new materials have to be used by the contractor it would be at extra cost which would be paid by DFCC, please confirm the same. Alternatively, we request DFCC to make available the required materials in case they are not paying the contractor extra cost towards procuring of new materials.	Dismantled material from existing track cannot be used. Provision of bidding document shall prevail.
298	Section VIII Pg 359 Subclause 14.1 Contract Price	We request DFCC to kindly confirm increase in contract price in case there is increase in duties taxes etc; during the execution of work	Please refer to GC/PC 13.7
299	Design Life of Permanent works	We request DFCC to specify the minimum design life to be considered for design of Permanent works	Provision of bidding documents shall prevail.
300	List of trees and Utility Plans	We understand that that the role of DDC will be limited to review of methodology, designs and drawings submitted by contractor. Quality of workmanship at site will be responsibility of construction supervision agency separately appointed by DMRC.	Please refer to GC Clause 3.
301	Extension of Bid Submission date	We request DFCC to kindly extend the bid submission date by atleast two weeks for preparing a qualitative and competitive proposal.	The proposed modification is not accepted.

302	<p>Section-II, BDS, CI.No.29.8, page-042</p> <p>ITB</p> <p>Custom Duty &amp; Taxes</p>	<p>i) The bidder understands that machines and equipments are expected to be import for the construction purpose shall be exempted from Custom Duty and any other import duties.</p> <p>Please clarify.</p> <p>ii)To reduce the cost of work and impact of custom duty, it is proposed that DFCC may include supply of tamping machines as part of the project. The intension is DFCC may procure a new tamping machine for bidder's use on the project (on hire charges basis) and after completion of the work bidder's will handover to the DFCC. DFCC may use the tamping machine later on for maintenance purposes. DFCC may consider this suggestion and advice their decision.</p>	<p>i)Please refer ITB 29.8. Please refer Addendum No. 1.</p> <p>(ii) Suggestion(s) not accepted by DFCCIL. The conditions stipulated in the bidding documents shall prevail.</p>
303	<p>Bid Submission</p>	<p>It is understood that bidder's have to submit Technical Proposal separately for all the 03 slices. Please confirm.</p>	<p>Yes please. The bidders have to submit Technical Proposals separately for each slice/lot.</p>
304	<p>General</p>	<p>Please provide the L-section &amp; cross section details for Kuberpur line.</p>	<p>Please refer Project sheet No. 125 (A), (B) and (C) of Site Data Part-4 of Slice/lot 102 of bidding documents..</p>
305	<p>Page 86 Section IV Price Schedules 2.0 and Subsequent Schedules.</p>	<p>This clause has allocated various cost centers with percentage distribution of whole project, which shall be presumed to be indicative only. Actual percentage of cost centers would depend on detailed design and quantities and cost arrived thereof.</p> <p>The option to put the corrected modified percentage should be left for final assertion &amp; Submission of</p>	<p>Suggestion(s) not accepted. The conditions stipulated in the bidding documents shall prevail.</p>

		approval by “the Successful Bidder”																
306	Page 354 Section III Particular Conditions Sub Clause 8.2	<p>Please modify the clause as under: For completing all necessary Works required as per the Contract to enable certification of track fit for 100 kmph by an authority nominated by the Employer and taking over the entire Works within (One Thousand and Five Hundred Days) 1500 days from the Commencement Date as per below stages.</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>No of days from commencement days</th> <th>Percentage of length of stretch for test &amp; handover</th> </tr> </thead> <tbody> <tr> <td>Milestone-1</td> <td>1100</td> <td>40%</td> </tr> <tr> <td>Milestone-2</td> <td>1300</td> <td>80%</td> </tr> <tr> <td>Milestone-3</td> <td>1500</td> <td>100%</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Milestone	No of days from commencement days	Percentage of length of stretch for test & handover	Milestone-1	1100	40%	Milestone-2	1300	80%	Milestone-3	1500	100%				<p>Suggestion(s) not accepted. The conditions stipulated in the bidding documents shall prevail.</p>
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307	Page 49 Section III Evaluation & Qualification Criteria Clause 3.4	<p>Clause 3 encourages bidders to propose Alternate Technical Proposal and bidders have to submit a proof of that proposed technical alternatives are proven in other rail system as where and Clause 3.4 gives a list of such details which would be difficult to submit during bid period &amp; it may be reviewed.</p> <p>Also please clarify as per Clause 3.3 Alternative should be disclosed</p>	<p>Suggestion(s) not accepted. The conditions stipulated in the bidding documents shall prevail.</p> <p>In order to respect the confidentiality of the Bidders’ technical alternative proposals, no proposals and no</p>															

		to all bidders for which issuing addendum to be made mandatory or otherwise bidders proposing Alternatives would have under cost/technical advantage on other.	Bidder-specific communications concerning them will be shared with other Bidders. However, the Employer may issue addenda to the Bidding Documents disclosing to all prequalified Bidders that certain technical alternatives would constitute an acceptable basis for the Bidders' Second Stage Bids.
308	Form LOP- Proforma Letter of Participation from Each Member of JV:	It is mentioned in this Proforma that it is not mandatory for a foreign company to submit this form. Please confirm. Also in case of an Indian Company, please confirm if the Proforma needs to be submitted in Company Letter Head or in Non -Judicial Stamp paper.	Please refer Addendum No. 1. For bidders from outside India this Form is to be executed according to the applicable law in the bidders country. Incase of Indian company this proforma is to be submitted on non- judicial stamp paper.
309		Please clarify if a bidder is qualified for bidding in 1 or 2 projects, can bid for all three packages and would be finally awarded as per entitled number of projects on Pre Qualification basis.	Can bid for all the three lots. Please refer Addendum No. 1.
310	Page 365, Sub Clause 2.1 GCC, Appendix to Tender	Please clarify the actual Status of Land availability within ROW and specially for proposed "De-Route", preferably with location/ Chainage.	Land will be made available as per clause 2.1 Appendix to Tender.
311	Page 365, Sub Clause 8.7 GCC, Appendix to Tender	This clause specifies the amount of delay damages to the party; we request clarification on method to ascertain delays in case of force Majeure or delay caused due	Please read the General and Particular Conditions of Contract.

		Employer and whether same table under Sub clause 8.7 is applicable to Employer as well.	
312		Please provide details of interfacing agencies to coordinate with OHE and S&T Works during implementation of work.	Provisions of the Bidding Documents shall prevail. Please refer Part -2 , Volume 6, Appendix 3, Clause 1(3) of bidding documents.
313		Please confirm whether the drawings/designs issued by RDSO for track fitting for 25 Ton Axle load is acceptable by DFCC.	Provisions of the Bidding Documents shall prevail.
314		Please confirm whether DFCC shall provide land for our Depot for site establishments/ Welding workshop, other miscellaneous facilities etc. What are these stations.	In addition to the land acquired for Right of way, 2 (two) land parcels each admeasuring 50mx1000 m (50,000 sqm) have been acquired in each lot for setting up construction depot (s). Further at each crossing station land has been acquired for CSR of 1500 m for loop line, however, at present Employer will be laying loop lines with 750 m hence balance land available can be utilised for setting up construction depot/staking of material and other temporary requirements of the work. Bidders are also requested to refer sub-clause 17.3, Part 2, Volume 5 (page 203) of bidding documents.



315		Please confirm whether DFCC would provide Service roads along the detours within the acquired land.	No DFCC will not provide service road along the detours within the acquired land.
316		Will the land to be acquired by DFCC allow for service road to be built for construction activities? If yes the location of the same w.r.t. the position of the proposed track may be indicated.	Provisions of the Bidding Documents shall prevail.
317		The track structure of track to suit 25T axle load as specified by RDSO in their bulletin acceptable to DFCC. <u>(Reference RDSO Annual Report, year 2006-07, Page 70 to Page 72), (copy enclosed)</u>	Provisions of the Bidding Documents shall prevail.
318		Kindly clarify the method of evaluation of Bids to arrive at the lowest Bid for each Contract Package keeping in view Clause 3 for Technical Proposal.	Bids shall not be evaluated for lowest or highest at the time of Technical Proposals because the Technical Proposals are not priced bids. However, comparison of the bid prices after invitation of Second Stage Bids is specified in ITB 47 & ITB 48.
319		Please confirm if bidders is to provide "SHE" Plan separately or agreeing to the "SHE" plan provided by the client with the document will suffice the requirement.	Provisions of the Bidding Documents shall prevail. Please refer Part – 1, Section 3 Evaluation and qualification criteria Annexure 1, Para 2.2 (4) and Part -2 Volume 6, appendix 12 Site Safety Plan , Para 1(1), Page 278 and Appendix 13 ,Environmental protection requirements , Para

			2(1) , Page 290 of the bidding documents.
320	Page 3 of 7 (103), Para 2.0(6) (b) of Part 2 vol.1- Scope of Works	Please clarify if DFCCIL will provide the required service girders for Temporary arrangements for construction of RUBs under the Running IR tracks? If, Yes under what terms and conditions.	No.DFCCIL shall not provide any girders.
321	Page 4 of 7 (104), Para 2.0 (6) (c) of Part 2 Vol. 1- Scope of Works	RUBs and modification of Level Crossings- Please clarify who will construct portion of RUB and Level Crossings falling outside Railway Land. Also please clarify who will bear the cost of this portion. Likewise please clarify who will construct temporary or permanent Road links/ diversions outside Railway land. Please confirm who shall bear the cost of such construction and who will acquire and whose cost any land required for these purposes.	Scope of Work is clearly defined in the Bidding Documents. Please refer Part -2, Volume 1, Clause 2.0(6) (c ) of the bidding documents.
322	Page 4 of 7 (104), Para 2.0 (6) (e) of Part 2 Vol.1- Scope of Works	Kindly supply a copy of Schedule of Dimensions of Eastern DFC. There is no list of ROBs to be modified in the Site Details- Pt.4:Bidding Document. However, Yard plans show four sanctioned ROBs- (i)at Kanchuasi Station Km 1091/7-9 (ii) at Phaphund Station Km 1100/31-33 (iii) at Rura Station at Km1062/11-13 (iv) at Hathras station Km 1288/1-3 Kindly clarify whether these ROBs are to be constructed as part of this work. If yes, then who will construct the portion outside Railway Land, Who shall bear the cost of this portion and who shall acquire land for diversion of road for temporary purposes and for permanent road connections and at whose cost. Please Clarify.	Construction of new ROBs is not included in the Scope of Works

323	Page 4 of 7 (104), Para 2.0 (6) (f) of Part 2 Vol. 1- Scope of Works	<p>There are no tentative GADs of extension of FOBs, Platform Shelters, or railway installations/Buildings. Please provide these so as to get an idea of quantum of work involved. It is understood that any signaling installation including wires/wiring requiring shifting /relocation shall not be part of this work. Kindly confirm.</p> <p>Who will be the authority for signing the applications to CRS? Will it be someone from DFCC or from Zonal Railway? Kindly clarify.</p>	<p>Details of FOBs and Platform etc required to be modified are already included in the list of Chartered Utilities in Site Details Part-4 of bidding documents.</p> <p>Please refer to Clause 1.1 (13) of Part-2 of bidding documents. Volume 6 (Page 225)</p> <p>At present Indian Railways is authorized to apply for CRS sanctions.</p>
324	Page 4 of 7 (104), Para 2.0 (6) (g) of Part 2 Vol. 1- Scope of Works	<p>For extension of Level Crossings, it is necessary that before doing earth work, the lifting barriers are shifted to new location. Also it would be desirable to do earthwork in through patches as far as possible. In any case since the systems contractors shall not be in position for about a year and they shall take some time to galvanize the work of shifting of level crossings, the work of construction contractor shall be in fragments affecting quality and cost. The signaling contractor therefore has to be in position almost in parallel for this and other coordination of work.</p>	<p>Provisions of the Bidding Documents shall prevail.</p>

325	Page 5 of 7 (105), Para 2.0 (6) (i) of Part2 Vol.1- Scope of works	It is proposed vide Para 2.8 on page 16 of Part 4 bidding document that the service road shall be provided Pipe bridges opposite the minor bridges along the alignment. It is suggested that the bridges over the service road be of same opening as the bridges on the track alignment so that the flow of water is smooth and there is no danger of excessive scour damage to either the bridges on track new or existing track. Or as an alternative only causeways be provided. It is also suggested that after the work is over and commissioned the service road be removed. Its existence would have safety implications. Public would use it creating safety problems. Besides it would be very difficult to maintain and would deteriorate. Water would seep through ruts and pot holes to damage the formation of track at base.	Construction of service road has been removed from the scope of work. Please refer addendum.
326	Page 5 of 7(105) Para 2.0(6) (j) Of part2 Vol.1- Scope of works.	Work would be done in parts. The junction Stations shall get commissioned only when the work is completed in sufficient length. Then how will the material trains and tower wagons get onto the track. Besides having to keep a very large safety organization to ensure safety during the entire period over the whole stretch, the problems that will arise in case of derailments and other contractor blaming the civil contractor for delays due to non availability of track would be additional. We suggest that this requirement be deleted from the contract.	Provisions of the Bidding Documents shall prevail. No connection with Indian Railway network is contemplated for construction of DFCC track.
327	Page 3 of 7(103) Para 2.0 (6) (b) of Part 2 Vol.1- Scope of Work	Are bridges including RUBs to be constructed across future lines also or only for proposed and existing lines.	Provisions of the Bidding Documents shall prevail.

328	Page 5 of 7(105) Para 2.0 (6) (k) of Part 2 Vol.1- Scope of Work	Please clarify who shall be overall in charge of the work of Yard remodeling with respect to safety, planning, coordinating with zonal Railway. We understand that only Railway personnel can supervise work in yards as safety is involved. Will employer arrange for adequate qualified Railway personnel to supervise and coordinate the work in yard., such as remodeling of yard, medications to FOB, Platform Shelters, Platform etc.	Being a Design-Build Contract, the Contractor is responsible for design, construction, safety, testing and commissioning.
329	Page 6 of 7 (106) Para2.0 (6) (l) of Part 2 Vol.1- Scope of work	It is presumed that all temporary works required by Systems contractors(S&T, Electrical) shall be done by them only at their own cost.	Yes please.
330	Page 6 of 7(106) Para 2.0 (6) (m) of Part 2 Vol.1-Scope of Work	This paragraph needs to be more precise to give an idea of total cost to be incurred by the contractor. The incidental works to be carried out at the instance of the engineer/employer should be listed or a specific monetary limit placed. Request you to clarify the same.	Provision of bidding documents shall prevail.
331	Page 6 of 7(106) Para 2.0 (6) (m) (iii) Part 2 Vol.1- Scope of Works	Since there would be huge gap (more than one year) between appointment of Civil Contractor and Systems Contractor, inter face programme framed by the civil contractor shall have to be binding on the systems contractors. This may kindly be confirmed. Since time is going to be essence of the contract, it is requested that a mechanism be set up for resolution of issues, between contractors, such as delays by one impinging the work and completion of work, at intermediate stage and at final stage, of the other.	On this issue the provisions in the Bidding Documents are clearly stated.

332	Page 6 of 7(106) Para2.0 (6) (m) (v) Part2 Vol.1 - Scope of Works	For traffic management, particularly diversion for allowing remodeling/extension of existing level crossings help of local traffic authorities would be required. Help of DFCC/Railway would be needed for this. The extension of this help may kindly be confirmed.	Please refer GC sub clause 2.2.
333	Page 7 of 7(107) Para 2.0 (6) (m) (vi) Part2 Vol.1-Scope of Works	For blocks and speed restrictions the employer would have to help by way of not only support but also signing of application etc. Railways may not entertain the application by Contractors.	Provisions of the Bidding Documents shall prevail. Application as required will be signed by DFCCIL.
334	Page 5 of 12 (112), Para2.0 (1) (ii) Part 2 Vol.2 General	Does this definition of Technical Specification apply to all works or only to deviations? Kindly clarify.	On this issue the provisions in the Bidding Documents are clearly stated.
335	Page 5 of 12 (112), Para 4.0 (1)& (2) Part 2 vol. 2 General	It is suggested that the phases I, II, III should be merged i.e. designs would finalized part by part. As designs get finalized the construction work shall start. As reasonable stretches get completed they should be tested and commissioned for taking over by the employer.	Suggestion not accepted. Provisions of the Bidding Documents shall prevail.
336	Page 6 of 12 (113), Para 4.0 (6) Part 2 Vol. 2 General	The process of taking over should be split into suitable parts. As one part gets completed it should be taken over and defect liability period for that part should start. Any damage caused by the systems contractor for providing foundations of OHE masts or for signal posts or other fixtures shall be repaired and made good by the systems contractor.	Suggestion not accepted. Provisions of the Bidding Documents shall prevail.

337	Page 8 of 12 (115), Para11.0 (9) Part 2 Vol. 2, General	Proprietary soft ware is generally sold for single use. How will the contractor permit use of these by Engineer or Employer. They shall have to be hired/bought from the proprietor. This Para may be considered for deletion.	Suggestion not accepted. Provisions of the Bidding Documents shall prevail.
338	Page 9 of 12 (116), Para 12.0 (1) Part 2 Vol.2,General	<p>Since the systems contractors are expected to be in place one year after the commencement date of works, the sanction of many plans, particularly station yards, would get delayed by nearly two years. The process of getting approval from division and Zonal Head quarters takes time. Besides getting the application to CRS and his sanction shall also take time.</p> <p>This shall delay the execution work and commissioning. It is suggested that the plans of signaling and OHE be finalized by the employer.</p> <p>It may also be clarified whether as per 'Rules for opening the Railway' Employer is empowered to approve the plans (i.e. CRS will accept employer's approval or would ask for approval of the Railway authority) and sign the application to CRS.</p>	<p>Suggestion not accepted. Provisions of the Bidding Documents shall prevail. Please refer Clause 12.0 (q), Part-2, Volume 2 – General of bidding documents.</p> <p>At present Indian Railways is authorized to apply for CRS sanction.</p>

339	Page 12 of 12 (119), Para 23.0 Part 2 Vol. 2 General	The construction work shall be spread over about 350 km with large number of level crossings, existing Railway running parallel to the alignment. How can a contractor prevent any body from taking photographs. Also kindly clarify what is meant by "off Site" Place of manufacture. Most of the items shall be supplied by manufacturers. The contractor shall have no control over the premises of suppliers/Manufacturers. May consider rewording the clause to restrict contractors responsibility to what he can control.	Suggestion not accepted. Provisions of the Bidding Documents shall prevail.
340	Page 2 of 16(121) Para 2.0 (4) Part 2 vol.3 Design Procedures and Processes.	Is the contractor required to construct buildings for stations, SPs, SSPs, Signaling, as also Structures to be demolished etc? If so, the site for construction of each of the buildings to be constructed in lieu of demolished buildings be indicated.	Construction of buildings for stations, SPs, and SSPs and signalling are not included in the Scope of Works.
341	Page 4 of 16(123) Para 4.0 (10) Part 2 Vol.3 Design Procedures and Processes	Does temporary acquisition of land include temporary acquisition for diversion of roads etc. Or it only means temporary requirement of land for contractor's office, store, workshop etc. This may kindly be clarified.	Yes please.
342	Page 8 of 16(127) Para 7.1.6 (a) Part 2 Vol.3 Design Procedures and Processes.	The list of Buildings to be provided with architectural layout be kindly given.	Buildings to be constructed/rehabilitated have been mentioned in the list of chartered utilities of each slice/lot of site data – Part 4 and Appendix 17, Part-2, Volume 6 of bidding documents. On this issue the provisions in the Bidding Documents are clearly stated. This is a design build contract, contractor is responsible for design,



			procurement, construction , safety , testing and commissioning.
343	Page 10 of 16(129) Para & 7.2.6 (b) Part 2 Vol.3 Design Procedures and Processes	Kindly clarify which buildings are to be inspected for rehabilitation and who shall do the rehabilitation and at whose cost.	Buildings to be constructed/rehabilitated have been mentioned in the list of chartered utilities of each slice/lot of site data – Part 4 and Appendix 17, Part -2, Volume 6 of bidding documents. On this issue the provisions in the Bidding Documents are clearly stated.
344	Page 11 of 16, (130) Para 7.2.2(1) (r)(s)(t)(u) Part2 Vol.3 Design Procedures and Processes	Kindly clarify what equipment and services, electrical and mechanical to be considered.	Details of electrical services are provided in the List of Chartered Utilities of each Slice / Lot in Part-4 site Data of bidding documents.
345	Page 11 of 16, (130) Para 7.3.1.3(1)Part 2 Vol.3 Design Procedures and Processes	Kindly clarify which equipment and services and for which building are required to be catered for under this Para.	Provision of bidding documents shall prevail.
346	Page 11 of 16,(130) Para 7.3.1.4 (1) Part 2 Vol.3 Design Procedures and Processes	Kindly indicate which track is to be inspected for condition and rehabilitation of Structure and Sub Structure. Also who will bear the cost?	The track where the IR line is shifted to make space for DFCCIL infrastructure is to be inspected and rehabilitated.

347	Page15 of 16(134) Para 11.0(5) Part2 VOL.3 design procedures and Processes	In case of delays by the systems contractor or adjacent section (Package) contractor, Please clarify how the commissioning shall be managed.	Provisions of the Bidding Documents shall prevail.
348	Page 12 of 37(147) Para3.1 (11) Part 2 Vol 4 Design criteria and Specifications	It is under stood that over head clearance for DFCC tracks shall be higher than those of existing IR tracks. In such a case shall Road over bridges and foot over bridges have two levels higher over DFCC track and lower over existing IR tracks. This may not be desirable for ROBs. Kindly clarify.	As per existing planned alignment and rail levels no modification of any existing ROBs would be required. Construction of new ROB is not included in the Scope of this Work.  Scope of foot over bridges is included in Part -4 Site data – Utilities.
349	Page 12 of 37(147) Para3.1 (12) Part 2 Vol 4 Design criteria and Specifications	The tentative GADs provided with the RFP do not show separate deck for each track. Nor they show separate ballast retainers for each track. How bridges across yards with many tracks are to be dealt. May please clarify.	Provisions of the Bidding Documents shall prevail.
350	Page 30 of 37(165) Para7.0 (1) Part 2 Vol 4 Design criteria and Specifications	Kindly confirm that the duty hut, gate lodges and level crossing equipment, lifting barrier, signals and signal connections and equipments are not part of the contract for all level crossings whether in parallel alignment or on detour, or yards. It may also be confirmed whether the service road shall be inside the level crossing i.e. between the lifting barrier/ gates or outside the level crossing.	It is confirmed that the duty hut, gate lodges and level crossing equipment, lifting barrier, signals and signal connections and equipments are not part of this contract.  Construction of service road has been removed from the scope of work. Please refer addendum.

351	Page 25 of 48(197) Para14.14 (1) Part 2 Vol 5 Construction, Testing and Commissioning	Level with respect to the rail level at which the RCC pipes are to be provided may kindly be indicated. Also kindly clarify whether at level crossing gates the pipes shall run across the service road. Similarly at stations at center of stations the pipes shall go across all tracks, new as well as existing IR tracks. At other locations in the yards will the pipe crossing be across all tracks. This may kindly be clarified.	This being a Design-Build Contract, the Contractor is responsible for design, construction, testing , safety and commissioning.
352	Page 5 of 121, (225) Para 1.1 (13) Part 2 vol.6 Appendices	Kindly clarify what is included in “utilities pertaining to Signaling and Telecommunication” and “utilities pertaining to traction installation and transmission line crossings above 33KV’	Provision in the Bidding Document is amply clear.
353	Page12 of 121,(232) Para 1 (5) Part 2 vol.6 Appendices	When the systems contractors would not be in position for at least one year after start of work by Civil Contractor, how civil contractor shall meet the requirements of this clause which requires inputs from systems contractors and consultation with them to have a smoothly working plan. Besides the contracts of systems contractors should have suitable clauses informing them of the primacy of the civil contractor as far as the work under the packages is concerned.	Provisions of the Bidding Documents shall prevail.
354	Page 13 of 121,(233),Para 2 (2) Part 2 Vol 6 Appendices- Appendix 3	It requires interfacing plan within 28 days of start of work. Kindly appreciate that interface plan cannot be finalized without consultation with System Contractors. Since system contractor would not be in position, how this plan will be finalized.	Provisions of the Bidding Documents shall prevail.

355	Page 12 of 121,(232),Para 1 (5)(c) Part 2 Vol 6 Appendices-Appendix 3	It says that contractor is responsible for receiving information from interfacing parties (which would include Systems contractor) to meet design submission schedule. How this would be done in absence of systems contractor.	Provisions of the Bidding Documents shall prevail.
356	Page 12 of 121,(232),Para 1 (3) Part 2 Vol 6 Appendices-Appendix 3 & Page 6 of 7(106) Para 2 (6) (m) (iii)Part2 Vol.1 Scope of Works	Civil contractor is responsible for interface management and planning. However, as per Para 2.3(1) Page 16 of 121(236), Part 2 Vol 6 Appendices "Engineer will coordinate the activities of the contractors and agencies during all the phases of the contract" These are conflicting provisions. May kindly be reconciled.	Provision in the Bidding Document is amply clear.
357	Page 13 of 121,(233),Para 1 (8) Part 2 Vol 6 Appendices-Appendix 3	This Para directs that till the award of systems contract, the contractor is to coordinate with the Engineer. 'Engineer' needs to be specified. Also will the decisions of Engineer be binding on the systems contractors?	Provision in the Bidding Document is amply clear.
358	Page 13 of 121,(233),Para 1 (7) Part2 Vol 6 Appendices-Appendix 3	According to this Para Engineers decisions shall be binding on contractor. It does not say that these will be binding on the systems contractors also.	The Engineer for CST and System Contracts shall be the same entity.
359	Page 19 of 121,(239),Para 6 (10) Part 2 Vol 6 Appendices-Appendix 3	According to this Para additional cost due to improper interfacing, like late provision of interfacing in formation, failure to adhere to agreed interface, changing an interface after it has been already agreed & signed off shall be on contractor. This puts a burden on contractor irrespective of causes which may be with other contractors or other authorities.	Provisions of the Bidding Documents shall prevail.

360	Page E/1,Para4.0 & Page 5, Para 2.2 Part 4 Reference documents- Environmental Assessment & Environmental Management Framework	The details of Packages given in this Para are significantly different from what is given at Page 2 of 7(102) Para 2.0(1) of Part2 Vol.1 Scope of works. Most glaring difference is in respect of Package II whose total length has been shown as 30km parallel length only against 102km (73Km parallel, 29km detour as per scope of work). This may kindly be reconciled.	For Scope of the Works please refer to Part-2 Employer's requirements Volume 1 (Scope of Work) provision of which shall prevail.
361	Page 8, Para 2.3-Table 2.2 Part 4 Reference documents-Environmental Assessment & Environmental Management Framework	Data regarding route length and Bridges, Road crossings given in this table does not match with the sectional details given for each section separately. These need to be reconciled.	For such data please refer to Part-4 Site Data of bidding documents.
362	Page 12, Para 2.5.1, Part 4 Reference documents-Environmental Assessment & Environmental Management Framework	The details of utility given in this para do not match with the details given for each section separately. These need to be reconciled. Please clarify	For such data please refer to Part-4 Site Data of bidding documents.
363	Pages 13 &14 Para's 2.6.1,2.6.2,2.6.3,2.6.4 & 2.6.5 Part 4 Reference documents-Environmental Assessment & Environmental Management Framework	The data given here does not match with what has been given for each package. This needs to be reconciled.	For such data please refer to Part-4 Site Data of bidding documents.
364	Page 15 & 16 Para's 2.6.7,2.6.7.1, 2.6.7.2, 2.6.7.3, 2.6.7.4, 2.6.7.5Part 4 Reference documents-Environmental Assessment & Environmental Management Framework	It may kindly be clarified whether these buildings and structures are to be constructed by the contractor or by Systems contractors. What would be their numbers and size? Other details like equipment foundation etc would also be required to be provided in case these are to be built by civil contractor.	For such data please refer to Part-4 Site Data of bidding documents.

365	Page 16 Para 2.8 Part 4 Reference documents- Environmental Assessment & Environmental Management Framework	Service road is to run close to the bridges. Therefore, bridge under the service road would have to be of same size as the main bridge. Hume pipe culverts shall not be suitable. This may kindly be considered.	Construction of service road has been removed from the scope of work. Please refer Addendum No. 1.
366	Page 16 Para 2.11 Part 4 Reference documents- Environmental Assessment & Environmental Management Framework	Will sand from River Yamuna be allowed to be used for PSC and RCC work.	Suitability of sand from River Yamuna is to be ascertained by bidder with reference to codal provision included in Part -2, Volume 6, Appendix 16 of bidding document.
367	Page 41, Para4.4 Part 4 Reference documents- Environmental Assessment & Environmental Management Framework	The Number of religious structures, schools/educational institutions and hospitals indicated is 43 in this paragraph, but table 4.2 lists only 37. This list needs to be reconciled. Also some of the structures are too close to the alignment and would have to be shifted. What would be the methodology? Who will get them shifted and at whose cost?	The number religious structures, schools, educational institutions and hospitals is 37 as detailed in table 4.2. The details of structures/utilities to be shifted/relocated are given in the list of chartered utilities, site data – Part 4 of bidding documents. Please refer Addendum no. 1.
368	R & R	It is presumed that all actions connected with R&R shall be carried out by Employer and the cost also shall be borne by Employer. The contractor shall be handed over the land totally free of encumbrances and ready for start of work as per the time frame indicated page 1 of 5(365) Section VIII, Particular conditions- Appendix to Tender-Right to access- Sub clause 2.1 of GC.	Please refer to Sub-Clause 2.1 of the Conditions of Contract.

369	RDSO drawings for Fitting & Fixtures	DFCC has referred to RDSO drawings for track fittings and sleepers including points and crossings, expansion joints, welded rail joints, glued joints. But these are stated to be under trial. Can the Bidders adopt these drawings with suitable modifications to achieve the performance characteristic specified? These can be verified by suitable lab tests before use in DFCC track.	On this issue the provisions in the Bidding Documents are clearly stated. Please refer Part -2, volume 4, Clause 4.1.1(6) of the bidding documents.
370	Welded Rail Panels	Welded rail panels of atleast 10 rail lengths have been specified to be made in workshop / depots. In order to expedite construction progress can rail panels of 3 rails be made in the workshop / depots for making longer panels by on site flash butt weld by traveling welding machine?	Please refer Clause 4.3.3 of Part -2 Volume 4 of bidding documents.
371	Page 45, ITB Clause 19.1 Date of Submission of RFP	Detailed study and design of the entire Bhaupur – Khurja section and its further detailed costing is indispensable for a competitive bid. This would require proper investigation and more time. Thus, we request you to extend the bid submission date from 15 <sup>th</sup> March 2012 to 30 <sup>th</sup> April 2012.	Date for submission of first stage technical submission has been extended . Please refer Addendum no. 1
372	L-Sections (Slice-102) Sheet No. 128	On Sheet no. 128 (Slice 102) showing Mitali station of IR, it is seen that some lines in Brick Red colour are shown from DFCC tracks to existing Railway Embankments. Logically, there is no connection between DFCC & IR tracks at this station and the DFCC tracks are just passes through the IR yard. The platform of existing Mitali Station are also shown in Pink colour (not shown in the Legend). Also, there are many Pink	The site details given in Sheet No. 128 are indicative. However, it is confirmed that there is no modification to existing Mitali station and also there is no connection between DFCC and IR tracks at this station.

		coloured thick circles along IR lines as well as DFCC lines (no indication is given in the Legend). Significance of these items is not clear.  Please clarify	
373	L-Sections (Slice-101)  Sheet No. 43, 44 & 45	In some sheets (e.g on sheet no. 43, 44 & 45), a dotted red line appears to have come up in between Up & Down existing IR main lines. No indication is there in the Legend. Please advise if this has any relevance or significance.  Please clarify.	The site details give in sheet no. 43,44 & 45 are indicative. The red dotted line between UP and DN existing IR main line have no relevance and may please be ignored.
374		If it could be possible for you to send us the presentations made as I think they can help us improve the methodology of our offer for Bhaupur-Khurja project.	No please.
375	Section III Page No. 42 Clause 29.8 Reimbursement of Excise & Customs duty	Please clarify whether the deemed export benefits will also apply to the equipment to be manufactured, procured indigenously or imported for laying and surfacing the track by the prime contractor. And whether this benefit will be given to the specialist subcontractor for mechanized track laying also. It is to be noted that in some cases the subcontractor is also the manufacturer of the equipment.	Please refer to BDS ITB 29.8. Please refer Addendum No. 1.



376	Section III Page No. 42 Clause 29.8 Reimbursement of Excise & Customs duty	Please clarify as to what will constitute as acceptable ownership/leasing/renting arrangement details. Will a letter of intent or order placed by the prime contractor or the subcontractor on the equipment manufacturer be acceptable? If the subcontractor is also the manufacturer of the equipment, will self-certification, duly notarized, be acceptable?  Please consider the fact that no specialist Subcontractor is likely to own 3 sets of equipment to execute the 3 slices. There is adequate time available to acquire/ manufacture the equipment since track laying work will actually start a couple of years after the contract is awarded. Can a contractor having PQ for all slices work with 1 or 2 sets of equipment for 3 slices instead of 1 set per slice?	Provision of bidding documents shall prevail. Please refer Part -1 , Section III, Evaluation & Qualification Criteria, Clause 2.4 (Page 047) of bidding documents.
377	Section III Page No. 48 Clause 2.5 Subcontractors and Suppliers	Please confirm whether this also applies to equipment listed under clause 2.4?	In case the Work of the Subcontractor is shown separately in the Work Program, the Equipment details for the work subcontracted shall be included in the List of Clause 2.4
378	Section IV Page No. 58 Form LOB-FS Proposal letter – Two Stage bidding First Stage Technical Proposal	Does this declaration and form have to be submitted by subcontractor also?	No please
379	Section IV Page No. 72 Form CCC Current Contract Commitments	Is this form required to be submitted by the subcontractor also?	No please

380	Section VI Page No. 117 Clause 16.0 Patent Copyright or Other intellectual property rights	Patent, copyright or other intellectual property rights: Please clarify that we will not give any right to anybody to reproduce any plant & equipment we use for laying the track.	The provisions in Clause 16.0 are self explanatory and shall prevail.
381	Site Data, Part 4	Please clarify the exact location of Major bridge 160 at chainage 1347/25-27 xOpen 1x20.75 m as neither any river is shown at this location on sheet 176 nor the bridge is shown in L-section.	Major Bridge No. 160 A has since being deleted. Kindly refer Addendum No. 1.
382	Sectional Details of the Slices, site Data, Part 4	Please confirm that the details shown in the Sectional Details of the Slices for lot 101, 102 & 103 are final and binding and not the details depicted in the project sheets (plan and L-section ) of these three slices.	Provision of the bidding documents shall prevail.
383	Yard Modification Plans, Site Data, Part 4	Please clarify whether the extensions proposed for Indian railway track in the yard modification can be carried out using the released track form proposed dismantling of Indian railway track. Also whether the dismantled IR tracks can be used for DFCC work.	The provisions of the Bidding Documents shall prevail. No released track from proposed dismantling of Indian Railway Track will be used for Indian Railway Track or DFCC Work only new material is to be used.
384	Yard Modification Plans, Site Data, Part 4	At some of the yards new DFCC track is connected to IR lines. Please clarify how to take care of joining two different gauges, (DFC 1676 and IR 1673).	This is being Build-Design Contract the Contractor is responsible for Design, Construction, safety, Testing and Commissioning.

385	Form MOU, Page 62, Section IV, Part-1	We understand from the pre-bid meeting discussions that the Lead Member of the Joint Venture (JV) can only be the Authorized Representative of the JV. Further, we understand that representative of any of the JV partners can be authorized to sign and submit all documents and subsequent clarifications, if any, to the client by nominating him/her name under point no.3, line number 4 of the Form MOU. Request, if you could please confirm the same.	Please refer to Form POA-1. Bidders may note that The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
386		It is noticed from the GAD of the RFO's for slice 1, 2 and 3 that 3*30.5 m spans have been proposed at various locations where the DFC track is to fly over the existing one or two railway tracks. Please clarify the necessity of providing three spans of 30.5 meters at RFO's when upto 5 tracks can be accommodated in a single span of 30.5 m.	Provision of bidding documents shall prevail. Please refer Addendum No. 1 regarding design requirement for RFO.
387		Please confirm that 300 mm clean ballast cushion is required underneath the sleeper for 25 tonne axle load against 350 mm shown on page no. 35 and 36 of the Guidelines and specifications for design of formation for heavy axle load RDSO report no. RDSO/2007/GE: 0014 November 2009.	It is confirmed that 300mm clean ballast cushion is required underneath the sleeper for 25 tonne axle load.
388		Please confirm that top formation width for single line track required is 7.6 m mentioned on page 141 of bid document part 2 Employer's requirement as against 8.5 m stipulated at page 35 and 36 for single line track in in RDSO's report no. RDSO/2007/GE: 0014 November 2009.	Provision of bidding documents shall prevail. It is confirmed that top formation width for single line track required is 7.6 m as mentioned in the bidding documents.

389		We wish to reiterate our earlier request for an extension of time, which we made thru our earlier request letter dated 31.01.12. We hope that our time extension request would be considered in light of the project bidding requirements and that some suitable time extension would be granted to the bidders.	Date for submission of first stage technical submission has been extended . Please refer Addendum no. 1
390		In Slice/Lot 101 (Km 1040 to 1170) shifting of Gas-pipe line belonging to GAIL at Phaphund and Pata locations are included in the list of charted utilities. In clarification the quantum of work involved we were given understanding that no shifting work is involved .Please confirm.	This is a design build contract, contractor is responsible for design, procurement, construction, safety, testing and commissioning.
391		As per bid document it is the responsibility of the bidder to obtain CRS sanctions for Traffic/Traction/OHE blocks. As you are aware that Railway Authorities, Commissioner of Railway safety (CRS) office does not entertain Contractors. It is therefore requested after submission of required document by the bidder for sanction to employer, further case be processed by Engineer/Employer that obtaining sanction from Commissioner of Railway safety (CRS) and arranging blocks for execution of the work.	Provision of bidding documents shall prevail.  Please refer GC sub clause 2.2.  Please also refer Part-2 volume 1 clause 6 (m) (vi) and volume 5 clause 16 (4) regarding provision for traffic block.
392		Similarly, for extension level crossings traffic- closure shall be needed. This may be also included in the responsibility of the Engineer/Employer.	Provision of bidding documents shall prevail.

393		Traffic/OHE Block/Speed restrictions wherever required be arranged free of cost by DFCC	Provision of bidding documents shall prevail. Yes, agreed traffic or power block would be given free of cost.
394		There may be need for use of Indian Railway (IR) systems for movements of track laying equipment at project site. This may be arranged free of cost	Provisions of the Bidding Documents shall prevail. No connection with Indian Railway network is contemplated for the purpose of construction of DFCC track. Mechanised track construction methodology proposed by bidder will be evaluated by Employer during first stage technical evaluation..In case approved methodology provides use of Indian Railway System for movement of track laying equipment to the project site, required assistance as per GC clause 2.2 will be provided.
395		Please clarify under which notification of Central Excise, the exemption certificate has been issued/will be issued.	DFCC project being the World Bank funded Project qualifies for exemption from payment of customs duty and Excise duty in terms of Government of India's notification no.84/97 - customs dated 11.11.97 and Central Excise Notification no. 108/95-C.E. dated 28.8.95 (read along with all subsequent amendments including

			the amendment dt.01-03-2008) respectively. Please refer Addendum No. 1.
396		Since the Consultants and sub-contractors have been qualified with number of bidder's, the response of these is very lukewarm and the process of coordination with all the bidders is time-consuming. You are therefore requested to extend the date of 1st stage technical submission by at least one-month.	The proposed modification is not accepted.
397		It is noticed from the drawings of crossing stations and junction stations that CSR of the loop lines is 750 meters. Extension to loop lines is also shown in thick lines upto 1500 meters. Turn outs and overrun lines are also proposed at both the locations. It is also noticed that station building has been located at the centre of 1500 m loop length. Please clarify whether the stations have to be built with a loop length of 750 meters or 1500 m. Also the location of the station building be confirmed indicating correct chainage.	At crossing stations CSR for loop line is 750 meter and at junction station CSR for loop line is 1500meters. Construction of station building is not included in the scope of work.