Response of DFCCIL regarding Pre Bid Queries received for Track Bid

Design, procurement, Construction of Track and track related works and its testing & commissioning for double track electrified railway line on a Design Build Lump Sum Basis from New Karwandiya (Rly. Km. 564) to Durgawati (Rly. Km. 630) approx. 66 KMs on Mughalsarai-Sonnagar Section of Eastern Dedicated Freight Corridor. NCB Bid document No.: HQ/EN/EC/Track/NKWD-DGO dated 17.04.2012

SN.	CLAUSE NO.	PAGE NO	DESCRIPTION	QUERY	Response of DFCC
1	16.1	17	Security in the shape of FDR, Banker's cheque/Demand Draft in favour of DFCCIL, New Delhi in original form as specified in BDS.		Not Agreed.
2	2.3	30	The Bidder shall demonstrate that it will have access to essential equipments /plants during the execution of Works. 1. Track laying Machines (for rails & sleepers)	As an alternative to NTC bidder can demonstrate cranes ,portals etc for laying of track.	Method statement should be in line with clause 4.2.3 of page- 63. Bidder should demonstrate access of machines corresponding to their method statement for laying and linking of track as per clause 2.3 (pg. 30) of the Bid document.
3	4.2.2.3	63	Procurements of PSC sleepers from RDSO approved supplier.	Supply of PSC Sleeper to private parties need approval from Principal Railway. Therefore it requested to provide assistance for issuing necessary instruction to Principal Railway.	Necessary assistance will be provided in this regard by way of recommendation letter. However it will be the prime responsibility of bidder to get necessary approvals.
4	4.2.4	64	Welding of Rails:— All rails joints to form a string of 130 mtr be welded in Construction Depot / Manufacturing unit.	It is requested to allow Cess welding by Mobile FW plant for forming 130 mtr long panel.Or allow to convert single rail into LWR/CWR after laying in track by Mobile FW Plant.	Not Agreed.
5			In the yard of crossing station at Km 44 ballast siding is proposed. It has been shown for some part as firm line and some dotted line.	Please clarify whether this is a part of Scope of Work or not.	Full Ballast siding of 750m has to be done in Kudra Yard. However, all other dotted lines for extension of loop line are beyond the scope of work.
6	ITB 19.1		Bid submission date	Most of the Ref. Drawings are for 25T axle load. The time for submission is to short to survey the market to have competetive rate for these items. It is requested to extend time atleast by one month.	· · ·
7	4.2.1		Employers' obligation /Contractor's obligation.	Pl.clarify wheather Drawings for PSC sleepers for Derailing switch shall be provided by DFCC or to be arranged by the contractor.	It will be arranged by the contractor from RDSO. In case of any difficulty DFCC will assist. Please refer Amendment/Corrigendum No.1.
8	4.2.2.1	62	Supply of rails	Pl.clarifywheather the rails required for SEJ's,loop lines and sidings shall be supplied free of cost	Yes.
9	4.2.3	64	Mechnical laying of track	It is requested that in case track is laid by PQRS method ,the rails required for axuliarry track shallbe given free of cost on returnable basis or permit use of new rails and can be later on used for loop lines/sidings later on.	New rail may be used as auxliarry track.
10	4		Sasaram Yard	PI. clarify that dismentling of sand hump and provision of runover lines are in the scope of this work.	Dismantling of Sand Hump and Provision of over run lines for Indian Railway portion in Sasaram Yard is not under the scope of work. However laying of two new lines are in the present scope of work. Please also refer para 4.0 page 58 (Note 3).
11	ITB-16.1		BID SECURITY : FDR/ Bankers Cheque/ Demand Draft only valid upto validity period PLUS 60 Days.	Bank Guarantee may be added as an option, which is generally followed.	Not Agreed.
12	Para 4.0 Note 3Sec-5, Employers Requirement		SASARAM YARD WORKS : Construction of track for 2 additional lines.	Thii work is in existing iR Yard?	Refer para 4.0 (pg. 58) Note 3 in which scope of work for Sararam yard is clearly indicated. These two lines are not in exsiting IR Sasaram yard and are in the present scope of work.
13	Sec-5, Employers Requirement - Para 4 1 2		Rail Welding - Welding of Rails to 130 M/ 260 M panels in depot and then laying	Can we weld the rails on the alignment at pre-identified points (viz., every 320 M or so) to avoid shifting of these panels to the location of installation?	Refer para 4.2.4 (page 64).

14		Multiple tamping of track - Employers TT machine shall be available for work.	This supply of TT machine is free of cost?	Yes.
15	Sec-5, Employers Requirement- Para 4.1.6-viii	CERTIFICATION BY - Contractors responsibility (Fire clearance, etc)	Completion certificate is issued by Engineer. Fire Clearance certificate's significance may be explained. Further, any other mandatory clearances also maybe explained to understand the full meaning of this provision.	certificate or clearnace from local or civil authorities required
16	Sec-5, Employers Requirement - Para 4 2 4	Welding - Making of LWR/CWR by welding the panels (130/260m) using Flashbutt Welding machine	Can these panels be welded together by ATW method?	No.
17	Sec-5, Employers Requirement - Para 4.0-		When formation is done by the other contractor, how the geometrical design of the track/ curves etc. could be independently designed? Is it the embankment contractor would be doing his work as per the Track Design developed by this contractor?	Refer para 14.0 (page 72).
18	Sec-V, Vol-3- Para 1 (5)	CONTRACTORS DESIGN OFFICE : - Design office to be established at site.	Contractor would ensure close working with the Employer/ Railways and attend all interfacing matters. Designer would make site visits and ensure proper design coordination. But opening & maintaining the design office at site may not be insisted.	Not agreed.
19	Sec-V, Vol-5- Para 13.3 (3) -c	CONSTRUCTION DEPOT/STORE : At least one construction depot is to be made by the contractor for storing the rails and other construction material.	It is assumed that the land for the depot would be made available by Employer free of cost. Kindly confirm.	Wherever land is available with Indian Railways such as near Shiv Sagar, Pusauli & Durgawati Etc. will be given free of cost. Additional land if required should be arranged by the Contractor at his own cost.
20	Sec-V, Vol-6 - Appendix -1	UTILITIES REMOVAL - All visible & invisible utilities have been removed by the Employer. Any further minor hindrances, if present, have to be relocated by the Contractor	Contractor to be duly compensated for this additional work.	Not agreed.
21	Sec-V, Vol-6 - Appendix -10	TRAFFIC BLOCK REQUESTS :Should be made 14 days in advance.	It is too long a period for requesting a Traffic Block from Railways. 72 hrs would be reasonable. Kindly amend this clause.	Not Agreed.
22	Appendix to the Tender-	ACCESS DATES - RIGHT OF ACCESS TO THE SITE - Within 28 days-80% and within 91 days - 100%.	Any possibility of slippage? Any remedy for delay?	No. Any delay will be dealt as per relevant Bidding Document provisions.
23	Sec-VII - PCC- Para 3.1	ENGINEER'S DUTIES - Powers of Engineer	Whether Engineer will be in place before actual start of the work?	Yes.
24	Sec-VII -PCC- Para 4.12 (b)	UNFORESEEN CONDITIONS - Contractor is responsible for any unforeseen conditions. No adjustment in CP - Request for deletion.	This clause makes the Bid speculative. Request for deletion.	Not agreed.
25	Sec-VII -PCC- Para 8.2-Mile Stones	CONTRACT MILE STONES - Milestones 1(a), (b), (c), 2 and 3 are defined. Till MS-3 - 540 days, no taking over is proposed.	Request for partial taking over, as per the requirement of Client and as can be completed at site / Section wise.	Not agreed
26	Sec-VII -PCC- Para 8.7-	CAUSE OF DELAYS - This cl should be applicable for the delays not attributable to the Employer	This cl should be applicable for the delays attributable to the Contractor only, not otherwise. Request for amendment.	Not agreed.
27	Sec-VII - PCC- Para 13.8-	ADJUSTMENT FOR CHANGES IN COSTS - Base date for Indices.	What is the Base date for calc. of PV? 28 days before the Tender Opening Date? Kindly clarify.	Refer FIDIC Yellow Book. (GCC) for base date.
28	Sec-VII - PCC- Para 18.5	is to be submitted for 18 + 12+36 = 76 months. To be furnished in the beginning of the work. Amount - Rs.50 Lac	Request that this Insurance could start after DLP only, since till DLP all securities/ retention amounts are available with the Employer.	
29	Appendix to Tender - Page 166/188		Whether this option is available in the beginning? What about the Half portion payable after issuance of Taking over certificate?	Not agreed. Provision of Bidding Document shall prevail.
30	Part-5; Price Schedule - B-5	TURNOUTS - No payment provided for supply. Payment only after installation.	It is requested that some percentage stage payment may be fixed for the Turnout supply also since there would be substantial time gap between the procurement and the installation.	

31	Clause 4.0 Vol. I Section V Note No. 3	58 of 188	Scope of work- Note 3- New chord at Sasaram.	What will be the length of new chord from Ch. 96/5 to DFCC line in scope of work. It is not clear from yard plan.	It can be derived from the Yard Plan as per scale.
32	4.2.I.A Vol. I Sec. V	61 of 188	Employers obligation- Approved Drawings for P- way items, & availability of their suppliers.	Can 100% supplies be taken from Part II approved vendors.	Supply will be taken as per extant instructions of Indian Railways. (If there is no Part-I approved vendor than 100% supply can be taken from Part-II vendors otherwise only 15% supply can be taken from Part-II vendors.
33	4.2.I.B lii VolI Sec.V	62 of 188	Validation of yard layout	What is meant by validation of yard layout. Kindly elaborate the procedure.	Validation of Yard layout includes all civil engg. activities like provisioin checking the adequacy of CSR, signal overlap, gradient, provision of dead end, over run, isolation, ensuring simultenous receptiion and despatch, layout calculations etc.
34	4.2.2.1 Part II Section V Volume 1	62 of 188	Procurement of Rails	Free Rails for "Dead Ends" not mentioned in employer's obligation.	All 60 Kg rails will be supplied by the employer free of cost at Bhilai
35	Clause 3 of Volume IV section V	90 of 188	fencing	No where payment for fencing indicated in stage payment of any item/cost centre.	Amount for this item is very negligible as compared to the total amount as such separate cost centre has not been provided.
36	Sub clause 14.1 Section VII PCC	159 of 188	Contract Price	Price bid will be based on Taxes etc. prevalent in accordance with laws & regulation in force at the time of bidding. However any Govt, taxes if increased or freshly levied later, should be paid extra as per actual.	Please refer sub-clause 14.1 of GCC & PCC.
37	G.C. Sub clause 14.2 Appendix	165 of 188	Advance Payment	Advance up to 10% Contract Price is requested interest free.	Not agreed.
38	Price Schedule B-3	11 of 20	Stage Payment for setting up FBWP (20% Weightage)	Unit of Measurement cannot be no. of joints. Needs correction	Please refer Amendment/Corrigendum No.1.
39	General		"C' Form for inter State-way supplies.	Will 'C' Form be made available by DFCCIL for inter- State P-way supplies.	If contractor requires C-Form, it can be issued by the Employer.
40	Price Schedule B-4 & B-5	12 & 13 of 20	Sleeper - 32% Fixing - 36%	For proper cash flow cost weightage of 32% "Sleeper Supply may be increased to 45% & for Track Laying Cost weightage be reduced to 23%.	Provisiion of Bid document shall prevail.
41	Section IV, Bidding Forms, page 43 of 188			It is presumed that the Form No.BDF-5 consisting of the JV agreement is only to be submitted in Draft format this stage with the Bid. The actual agreement is required to be executed on stamp paper after the award of the work before signing the Contract Agreement. At this stage, only the MOU as per BDF-4 is required to be signed and submitted. Please be confirmed.	
42	Section V, Employer's Requirement, Scope of Works, Para 4.1.2, page 59 of 188			"Initial kachcha packing is to be done by contractor on Track Tamper" It is presumed the word "on" in this para should be read as "own". Only then it would be in conformity with para 13.4.8(2) page 106, which specifies that track is to be made fit for 30 kmph by hand held Tampers / off Track Hampers. kindly clarify the position.	tampers owned/arranged by the contractor.
43	Genera!			Can the client consider obtaining 130 /260m long rails from SAIL, which can be transported on special trains of SAIL, and can be unloaded by special gantries to be set up as contractor's central construction depot through a temporary/ siding to be taken off from an Indian Railway station up to the contractor's construction depot where handling of 130/260m long panels has any way to be done by contractor under these special gantries after welding at the depot. This, of course, is possible only if SAIL do have such a special' train, or are willing to have one. The special freight for such transportation in any case has to be borne by the contractor.	

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cation is needed in turnout sleeper, that has to
ontractor and got it approved from RDSO.
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as to complete Mile Stones 1(a), 1(b) and 1(c) given in bidding documents. Howevr this will taking over.
S.C.

52	Para 7 sub clause 3	page no 79		The requirement is that contractor shall finalise details of the proposed method of construction and submit such finalised details to the Engineer for review. The delay in the review directly affects the project completion time. As such, the contractor should be permitted to start the work unless he receives and information to the contrary from DFCC within a fortnight.	Not agreed.
53	Para 9 sub clause 2	page 79		The existing provision is that the Engineer may require the submission of applicable software including in house software programmes/ worksheet developed by the Contractor, computer input and programme logic for its review prior to the acceptance of the computer output. Thic can only be done for in house software but not for the branded software for which the logics and other details are patented items of the software. The suitable amendment may kindly be issued.	Agreed to.
54	Para 2.1.3 sub clause 3 at	page 83		The para provides that Curves shall be designed for average running speed of 75 km/h with minimum limit of cant deficiency. There appears to be an ambiguity. No minimum cant deficiency has been specified in the codes. Does it mean that the curves would be provided a cant equal to (equilibrium cant for a speed of 75 kmph - maximum cant deficiency)	There is no ambiguity. Horizontal curve should be designed as per codal provisons.
55	Para 2.2	page 84		As per document DFCCIL shall supply rails from Bhilai to DFCCIL yards. Will DFCCIL compensate the contractor for defective rails not fit for welding due to the fabrication defects.	Please refer para 4.2.2.1 (page 63) & 2.2 page 84.
56	Para 4	page 90		As per sub para 3 suitable re-gradation of the roads at the level crossings on the DFCC side has to be done by the contractor. Since State Governments do not respond to such request for re- grading, the permission for such regarding may be obtained by DFCCIL.	Regrading work is of minor nature and will not require State Govt. approval.
57	Para 13.4.8	PAGE 106		In the note below this para, it has been mentioned that continuous tampers would be supplied for tamping of track. Kindly clarify whether DFCIIL would supply tamping machine.	Yes.
58	Para 14.1 sub para 1	page 108		The para desires that until the time the works are taken over by the employer, the contractor shall continuously maintain the same to meet the acceptance criteria. Since the area is theft prone, it is requested that a time frame may be fixed beyond which the contractor's responsibility ceases to maintain the track.	Please refer clause 8.2 (page 153) of PCC.
59	Part - I	Page 43		BDF-5 : Draft format of JV Agreement has been provided. It may be clarified whether this agreement has to be executed at the stage of bidding or after LOA is awarded.	Please refer para 3.1(b) (xviii) (pg. 11). Draft format of JV agreement can be submitted at this stage.
60	Para 2.2	Page No 29	Technical Proposal Personnel	In the table S.No. (6), (8), (9) are missing. This may be corrected & renumbered. ^ ii") For Railway Track Engineer, Minimum educational qualification is Diploma. Some of PWIs who are departmently promoted within Railway do not have diploma. They may also be considered being experienced in the field.	This is a typographical error. In para 2.2 table at page-29 SN-7 & 10 may be read as 6 & 7 respectively and In para 2.3 table at page-30, SN-7 may be read as 4. Please refer Amendment/Corrigendum No.1.
61	Para 2.2.5	Page No 32		Concept Design & Performance Parameters Compliance It is stated that bidders shall submit details of compliance with the Employers Requirement as listed in part 2 of bidding document. However, the requirements are not clearly specified in the bid documents. This may be specified.	Part-2 Employer's requirement contains various parameters which will have to be ensured by bidder/Contractor. Contractor has to give concept design for contractor's obligation as detailed in para 4.2.1 (2) B (pg. 61-62).

62	Para 4.2.2.1	62	Procurement of Rail	For making panels in the depot, 52 kg SH rails for at least 2Km track	Not agreed.
				length may also be supplied by the employer,	

63	Para 4.2.3	63	Mechanized laying of P.way	It is mentioned that rail brought to site shall be welded by F.B.W. machines in the depot in a length of 130m/260m. This may be reduced to 39m so as to facilitate leading of panels to the finished embankment.	Not agreed.
64			General	It may be confirmed that the entire formation including bridge and level crossings are ready for taking up the track linking work.	Please refer Sub clause 2.1 of PCC and Appendix to Tender.
65	Clause 4.2.2	page 62 of 188		Free issue of rails is for only works detailed in this clause only. Rails for making of SEJ, TRAP POINTS & FOR LOOP LINES NOT MENTIONED IN THIS DETAIL WILL BE ISSUED FREE OF COST OR CHARGEABLE.	
68	4.2.4	64 OF 188		CAN FREE RAILS BE WELDED ON SITE SO AS TO MAKE LWR TRACK BY MOBILE FLASH BUTT WELDER? OR THE CONTRACTOR HAS TO MAKE 130 MTR PANEL ONLY IN THE CONSTRUCTION DEPOT AS DETAILED IN THE TENDER DOCUMENT.	Welding will be done as per provisions of bid document.
66				THE NO. OF LOOP LINES ON EACH PROPOSED STATION AND THE MINIMUM CSR(clear standing requirement) AS PER DFCC PLANS.	Work will be done as per Yard Plans given in the Reference Document.
				SAND HUMP AND TRAP POINTS PLANS/REQUIREMENTS OF DFCC.	
67		PAGE 90 OF 188	LEVEL CROSSING DESIGN CRITERIA	HOW MANY MANNED AND UNMANNED CROSSINGS TO BE PROVIDED AS PER DFCC PLANS - TYPES OF LIFTING BARRIER EOR MANNED LEVEL CROSSINGS	
68	CLAUSE 2.1.7	PAGE 84 OF 188		SITE DATA; REFERENCE DOCUMENT; OF BIDDING DOCUMENT- NOT GIVEN.	Part IV- Reference documents has been given in separate booklet and also uploaded on DFCCIL's official website i.e. www.dfccil.org
69				Ballast is in the scope of Contractor or Not	Please refer para 2.9 on page 89 of bidding document.
70				We request you to kindly allow BG towards EMD instead of FDR.	Not agreed.
71				We request you to kindly postponethe submission of Financial Bid by 30 days. BG towards EMD instead of FDR.	Date of Submission postponed up to 30.05.2012. Please refer Amendment/Corrigendum No.1.
72	2/APP2&10/SEC 5 VOL 5	Page No. 118/185& 95/115	Employer/Engineer Inputs/Site Establishment	Electricity Power for construction at as well as for Residential Use. Will it be Provided by DFCCIL at 415V on free of charge basis if it is chargable what are the Rates/Unit.	No
73	2/APP2&10/SEC 5 VOL 5	Page No. 118/185& 95/115	Employer/Engineer Inputs/Site Establishment	Water power for construction at as well for residential use. Will be provided by DFCCIL on free of charge basis; if it is chargable what are the rates/unit.	No
74	2	Page No. 118/188	Applicable rates for excise duty, Service Tax, CST, VAT For the Project.	Required for estimation and preparation of offer.	The bidders are advised to consult their Tax experts and familarise themselves with the applicable taxes, duties/royalities and exemptiions and submit their offer accordingly.
75	4	Page No. 64/188	USFD Testing of Welds	To ensure smooth progress of work, procedure for inspection by Engineer of DFCCIL may kindly be indicated for LWR/CWR panels at and at Depot and at Insitu site.	Bid document provisions shall prevail.
76	E	Page No. 185/188	Professional Indemnity Insurance	Value of Insurance for this cover may kindly be indicated.	Refer Sub Clasue 18.5 of PCC of Bid Docment.
77	2.4.2(2)	Page No. 87/188	Rails for Turnouts	Switches Stock Rails of special grade Steel (Minimum 880 Grade as Per IR;1T-12:2009 DFCC to advise name of approved venders.	Kindly refer para 4.2.4 Pg. 63.

78	4.2.2.3	Page No. 63/188	Sleepers Mainline /Turnouts/Special	Name of approved suppliers of RDSO may kindly be indicated for approved axle load.	Refer para 4.2.2.3 (pg. 63).
79	ITB19.1	Page No. 27/188	Due date of Submission	We request for Extension of due date by 45 days up to 30.06.2012.	Date of Submission postponed up to 30.05.2012. Please refer Amendment/Corrigendum No.1.
80	4.2	Page No. 59/188	Scope of Work Para 2	We feel INTIAL KUTCHA PACKING WITH CONTRACTORSW ON TRACK TAMPERS is not required for slope of this tender. IS NOT REOD FOR SCOPE OF THIS TENDER	
81	13.4.8	Page No. 106/188	Top Ballasting, Tamping and Lining	Employer to confirm Tamping Machines, Dynamic Track Stabilizers, Shoulder Ballast Stabilizers will be supplied by DFCCIL with Operator. Reference 134.8(3) Page 106/188.	
82	2.4.1,(6) Sec V, Vol-4	Page No. 86/188	Turnouts and Derailing Switches	Since Switch assembly is to be approved by DFCCIL and sleeper assembly shall have RDSO approval, will this not lead to any mismatch or non acceptance of track design by RDSO.	
83	4.2.1 Part2	Page No. 61/188	List of Venders approved by RDSO	DFC may kindly confirm that the approved list of vendors given on RDSO site are for the design specification laid down in the tender for this project. The approved list of vendors on RDSO Site is valid upto June 2012. DFC may kindly confirm that this validity may be extended for the contract period.	prevail.
84	4.2.1(1) Part 2	Page No. 61/188	Track Design Criteria: Design Axle Load	Is there any Supplier approved by RDSO for the design axle load?	
85	4.2.2.1, Part 2 & 2.11 Sec V, Vol- 4	Page No. 62/188 & 90/188	Procurement of 60 Kg guard Rail on Bridge	On pg 62 it rails will be supplied by Employer to contractor ex-Bhilai. Last bullet points specifies: 60 kg Guard Rail for Bridges. Whereas, on page 90(2.11) it states Contractor has to provide 60 kg guard rails on Minor bridges & Major RoB. Kindly clarify whether DFCCIL will supply the guard rail or Contractor has to arrange for it?	and these rails may be used as guard rails at required locations.
86	4.2.2.3	Page No. 63/188	Sleepers Mainline/Turnouts/Special: Procurement of Sleepers from Particular Plant.	Has any time line been set within which RDSO will give approval since this may be sometimes very time consulting and effect the timelines for the work?	Refer para 4.2.2.3 pg. 63.
87	4.2.24	Page No. 63/188	Other Components	DFC may kindly confirm that the approved list of vendors given on RDSO site are for the design specification laid down in the tender for this project.	Refer para 4.2.2.3 and 4.2.2.4 pg. 63.
88	4.2.5	Page 64/188	Testing & commissioning	Since the project timelines are very tight, what is the time frame for all system contractors to be in place.	System contractor will be in place in approx. 3 months time after award of this contract.
89	ITB 16.1	Page No. 27/188	Bid security	Understand Demand drafts and banker cheques are valid for 3 months. We request that bank guarantee from a scheduled bank against Bid security may be accepted. Format for BG may kindly be sent.	
90	3	Page No. 57/188	Alignment at bridges	Since construction of bridges is not in scope of this tender, alignment of brides by other contractor has to be completed in line with schedule given in this tender.	Yes.
91	4.2.3	Page No. 63/188	Depot/Staging Area	We propose on staging area of size 2000mx100m. suitable space at sasaram with approach by rail track may be provided by DFCCIL/IR.	Not agreed.
92	4.1.2	Page No. 59/188	Permanent Way	Will DFCCIL provide land for construction of depot? This can be done at crossing stations. How much land has been acquired for crossing stations?	
93	4.1.2	Page No. 59/188	Permanent Way	Connectivity between existing track and depot is required for bringing NTC, UTVs, wagons and other equipment. Please confirm whether temporary siding connection will be permitted. Construction cost may be borne by the bidder.	connection from IR.

94	4.1.2	Page No. 59/188	Permanent Way	Here it says on-track tamper. Clause 13.4.8.2 (page 106) calls for hand/held/off track tampers.	
95	13.4.8	Page 106/188	Top Ballasting, Tamping and Lining	Here it says hand held/off track tampers Caluse 4.1.2 (page 59) calls for on track tampers for kaccha packing.	Please refer Amendment/Corrigendum No.1.
96	13.4.8	Page 106/189	Top Ballasting, Tamping and Lining	Will employer provide a ballast regulating machine also?	No.
97	Sub-clause 4.4	Page No. 151/188	Particular conditions	According to the price schedule of the tender, subcontract percentage for track laying is 36% and for welding is 6%. After excluding the cost of sleepers and fittings, this is more than 50%, hence this clause needs to be suitably amended.	
98			Change of Track Laying sub contractor	Due to execution specifications (130 m rails) is it possible for the applicant to change their sub contractor and the methodology adopted during pre-qualification to a different method and a different sub- contractor who meets the qualification requirements as specified in the PQ document.	qualified for this particular work.
99	4.2.3	63/188	Mechanized laying of Pway	It permits both methods of laying and linking by NTC as well as PQRS. In PQRS method pannel length will be 13/26 m due to handlling contraint weight limitation. Hence field welding of rail may be permitted as it is not possible to handle 130 m long pannel. by welding in depot./stack yard.	
100				We would like to mention that the above said project is on Design and Build basis and firms have to submit LSTK offer for the project. The scope of work requires a lot of field activities to be carried out such as site field survey to assess various risk elements, and internal activities such as tie-ups for machineries and equipment, vendors, etc.	Please refer Amendment/Corrigendum No.1.
101				We feel that one month time is not sufficient for submission of competitive LSTK offer, therefore, we request you to kindly extend the bid submission date till 14.08.2012.	
102				Secondly, kindly clarify, if we can use in place of PQRS, Hydraulic Track Hopper Machine having a provision of Mechanized sleeper laying arrangement with equal spacing.	No.
103	ITB 16.1		Bid Security	As the Bid Security in form of Bank Guarantee is accepted in may largest railway projects and other projects in India. Bidder requests the Employer to accept Bank Guarantee (BG) from a nationalized bank against bid security. However, as per latest RBI guideline Banker's cheque/Demand draft will be valid for 3 months only. Accordingly, necessary amendment may please be issued. Please confirm.	
104	ITB 6.2		Site visit	Bidder requests the Employer to arrange/to provide their representative for joint site visit for better understanding the layout of the subject tracks works. Please confirm.	
105	ITB 6.1		Pre-bid queries	Bidder understands that the subject work is a Design & construction work, for which bidder needs to prepare a preliminary design.Hence, the bidder requests the Employer to reply any clarification 15 days prior to the last date of bid submission. Please confirm.	
106	Not found		Preliminary Soil data and L-sections	Bidder requests the Employer to provide preliminary soil data and L- sections along the layout of the track to facilitate to prepare a preliminary design within very short period of submission.	
]		Places confirm	J

107		Page- 29 of 188	Technical Proposal	The bidder has found that Utility track vehicle to be used for the work instead of other available equipment. The required machine is only available with the Indian Railways. Therefore bidder requests the Employer to arrange the same & provide to the contractor on chargeable basis as the Indian Railway only provides those equipment on request of the Employer for their	
108	Sub clause 8.2,	page 153 of 188	Time for completion	Railway Projects. Please confirm. Considering the volume of work, detail design requirement, detail surveying for the entire stretch of proposed track length, considering the monsoon for 120 days per year, bidder requests the Employer to extend the project duration for at least another 6 months i.e. 24 months from the date of commencement of work instead of 18 months.	
				Bidder also requests to change the duration of Milestones respectively as below. Milestone -la : 20 TKM in 500 days instead of 300 days Milestone -lb : 80 TKM in 550 days instead of 400 days Milestone -lc : 142 TKM in 650 days instead of 450 days Milestone -2 : 700 days instead of 480 days Milestone -3 : 730 days instead of 540 days Please confirm.	Not Agreed.
109	Part-5, BOQ		Interim payments	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 monthly invoice against contractor's approved BOQ based on the approved design followed by the ceiing 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.	
110	Sub. Clause- 14.2		Advance payment	The Bidder requests the employer for interest free mobilization advance for an amount of 10% of the contract value and advance against plant and machinery are provided against the referred work. Otherwise bid value is likely to be loaded by the bidder and estimated value would be increased accordingly. Please confirm.	
111	General confirmation		Service Tax	Bidder understands that Service tax is not applicable for the subject work. Please confirm.	The bidders are advised to consult their Tax experts and familarise themselves with the applicable taxes, duties/royalities and exemptiions and submit their offer accordingly.
112	Appendix to Tender		Normal working hours	Bidder requests the Employer to allow work round the clock excepting national holidays for the smooth progress of the work. Please Confirm.	
113	Appendix to Tender		Retention Money	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 the bank guarantee in lieu of cash retention prior to raising the first invoice for an amount of 5% of the contract value.	

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114	Appendix to Tender 6,GCC and SCC	Third Party Insurance	As per normal contractual norms, there should always be a limit to the number of occurrences for an insurance coverage. Also any insurance company shall not issue any coverage for unlimited occurrences. Please specify the number of occurrences for which insurance needs	
			to be covered.	
			Please confirm.	
115	Para 4.1.2, Second - on the page-59	packing	How many rounds of packing will be done by employers on track tampers? Will this include track stabilizers? It may also be confirmed that no payment is to be done by the contractor for this. Please confirm.	
				This includes adequate no. of passes of dynamic track
116	Para 4.1.6 (iv), page- 60	integrated testing, EIG certificate for OHE	For integrated testing, EIG certificate for OHE and approval to Station working rules will be needed. It may be confirmed that Systems contractor will arrange for these documents including preparation of Station working rules. Please confirm.	
117	Para 4.2.1 (1), page- 61	Trailing Load	Trailing Load is indicated as 15000 tonnes. It may be confirmed that it will actually be 13000 tonnes. Please confirm.	Trailing load is upto 15000 tonnes.
118	Para 4.2.1 (2) (B)(IV), page-62	Earthing and bonding	It may be confirmed that for earthing and bonding of electrical and signaling circuits the systems contractor will make no holes in the rails. Please confirm.	· · ·
119	Para 2.1.7 (2), page- 64	modifications to yard plans	It is indicated that minor modifications to yard plans will be done by the contractor. It may be confirmed that this will not require signatures of concerned railway officers. Please confirm.	
120	Para 2.2.2 (3), page- 85	holes in rails	It is indicated that where permitted holes in rails will be made by machines. It may be confirmed that no reaming or other hardening process will have to be used for drilled holes. Please confirm.	
121	Para 2.3.1, page- 85	LWR/CWR	It is indicated that LWR and CWR will be provided. It may be advised as to what rules have to be followed for continuing LWR/CWR on ballasted deck bridges and steel girder bridges. Please confirm.	
122	Para 2.4.1 (2), page- 86	interlocking arrangements	It is indicated that design of interlocking arrangements will be done by the contractor. It may be confirmed that this will be done by Systems contractor. Please confirm.	
123	Para 2.4.3, page- 87	Fan shaped layouts	It may be clarified that separate procurement will have to be made for left hand and right hand switches and Fan shaped layouts will not be permitted	
124	Para 2.4.5 (3), page- 88	adjustment	It is indicated that adjustment upto 10 mm should be possible. It may be clarified that this means + or - 5mm. Please confirm	
125	Para 2.5, page- 88	sleepers	It is not indicated as to which type of sleepers will be used in Girder Bridges, and who will provide them. Please confirm.	In the subject Bid there are only PSC girder bridges and on PSC girder bridges Special concrete sleepers having provision for fixing of guard rails shall be provided by the track contractor

126	Para 2.7(1), page-89		insulated glued joints	It is indicated that no insulated glued joints will be provided in main line. This is not clear. For track circuiting such provisions may be necessary. Please confirm.	
127	Para 2.9 (1) & (2), page-89		ballast	It is indicated that ballast has been spread on the road bed and some ballast is stacked at stations. Will this ballast be handed over to Track contractors? Further what action will be taken if additional ballast is needed? Bidder understands that labour cost for spreading of shortfall ballast	
				after track tamping is in the scope of contractor. Please confirm.	
128	Para 2.10, page- 89		LWR/CRW	It is indicated that 6 holed fishplates will be used. In the LWR/CRW construction where these fish plates are proposed to be used ? When 130 m panels are laid in track will they be joined by these fishplates, till welding takes place. Will it not be necessary to use clamped fish plates for that purpose?	
129	3.0 , Sl. no. 9,10,11,14 & 15		Salient feature of the projects	Bidder understands that civil construction of Bridges, Level crossing, Jnc. Stations & Crossing stations is not under the scope of the contractor. Please confirm.	
130	ITB 19.1		Last Date of Submission	Bidder requests the employer to extend the date of submission at least 1.5 months from the stipulated date of submission i.e. upto 30.06.12 instead of 16.05.12 for detail surveying, detail engineering and estimation of the work for submission of competitive bid.	Please refer Amendment/Corrigendum No.1
131	Part-2 Sec-V 4.1.2	58 of 108	Except rails being free supply items ex Bhillai.	Please confirm if it may be, possible to get 130 mtr long rails from Bhilai and transport to Sasaram by train or whether the rails will have to be transported by road only.	
132	Part-2 Sec-V		Welding of rails into 130 mtr panel in depot	Will DFCCIL provide land for construction of depot? This can be done at crossing stations. How much land has been acquired for crossing stations?	
133	4.12	59 of 108		Connectivity between existing track and depot is required for bringing NTC, UTVs, wagons and other equipment. Please confirm whether temporary siding connection will be permitted. Construction cost may be borne by the bidder.	It is the bidder's responsibility for getting temporary siding connection from IR.
134	Part-2 Sec-V 4.1.2	59 of 108	The Initial Kaccha packing has to be done by the contractors on track tampers.	Here it says on-track tamper. Clause 13.4.8.2 (page 106) calls for hand held/off track tampers.	Initial Kutcha packing will be done by Contractor's own hand held/off track Tamper. Please refer Amendment/Corrigendum No.1.
	Part 2 Section V Volume V 13.4.8.(2)	108	Mechanized means and make it fit for 30 kmph by suitably packing it with hand held tampers/off track tampers.		
136	Part 2 Section V Volume V Construction Testing and Commissiioning 13.4.8(5)	106 of 108	Regulating	Will employer provide a ballast regulating machine also?	No.

137	Part 2 Section V Volume V Construction Testing and Commissiioning Note	106 of 108	For the purpose of commissioning the track, Employer will provide continuous tampers and dynamic track stabilizer for temping the main line and turnouts. The consumable of the Tamping machines like Diesel & Lubricants, welding of tampering tools to be used in the machines shall be provided by the Contractor.		Yes.
138	Part 3 Sec-VI FIDIC GCC 2.5	13 of 103	Employer's claim: If the employer request by the contractor.	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, may refer the matter to dispute resolution.	Not agreed. Provision of Bidding Document shall prevail.
139	Part 3 Sec-VI FIDIC GCC 3.5	17 of 103	Determination	We request DFCCIL to add in 1 st Para 2 nd sentence; "No determination shall be made without the consent of the contractor".	Not agreed. Provision of Bidding Document shall prevail.
140	Part 3 Sec-VI FIDIC GCC 4.2	18 of 103	Performance Security	We request DFCCIL to add the following at the end of 3 rd Para; "Based on the extension provided by the Employer. If the delayed completion is due to reasons attributable to the employer the costs of such extension shall be payable by the Employer to the Contractor".	Not agreed. Provision of Bidding Document shall prevail.
141	Part 3 Sec-VI & VII/ FIDIC GCC & PCC 4.12		Delete the Sub-Clause and Substitute by the following: In this Sub-Clause, "physical conditions" means man- made or natural physical conditions including sub-surface and hydrological conditions which the Contractor encounters at site during the execution of the Works. Except as otherwise stated in the Contract: (a) the Contractor accepts total responsibility for having foreseen all difficulties and physical conditions; and (b) the Contract Price shall not be adjusted to take account of any unforeseen physical conditions	The GCC 4.12 is a balanced and appropriate clause we propose to retain the same without alteration.	Not agreed.
142	Part 3 Sec-VI FIDICGCC 4.13	25 of 103	Rights of Way and Facilities	We request that all ROW should be provided by DFCCIL including temporary and special ROW. In case of delays in acquiring such ROW's contractor shall be suitably compensated in terms of time and cost. 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. Please confirm.	
143	Part 3 Sec-VI FIDICGCC 4.16(a)	25 of 103	Engineer not less than 21 davs notice of the date on	We request DFCCIL to replace the existing clause by: "The Contractor shall give the Engineer not less than 7 <i>davs</i> notice of the date on which any Plant or a major item of other Goods will be delivered to the Site".	Not agreed.
144	Part 3 Sec - VI & VII/ FIDIC GCC &PCC	32/103 & 152/188	General Desiqn Obligations	The GCC is balanced and appropriate. We propose GCC 5.1 or agree to PCC 5.1 if modified as below: However, the Employer shall be responsible and liable for the correctness of the following portions of the Employer's requirements and of the following data and information provided by (or on behalf of) the Employer.	Not agreed

145	Part 3 Sec-VI FIDIC GCC 5.2		Requirements, each review period shall not exceed	We request DFCCIL to replace the existing clause by: "Unless otherwise stated in the Employer's requirements, each review period shall not exceed 10 davs, calculated from the date on which the Engineer receives a Contractor's Document and the Contractor's notice".	Not agreed.
146	Part 3 Sec - VI FIDIC GCC 7.4	41 of 103	Testing	We request DFCCIL to provide Electricity for testing.	Not agreed.
147	Part 3 Sec-VI FIDIC GCC 7.5	42 of 103	Rejection	We consider that no rejection shall be done by DFCCIL without the consent of contractor and a reasonable notice of 21 days.	Provision of Bid Document shall prevail.
148	Part 3 Sec-VI FIDIC GCC 8.1	44 of 103	Commencement of works	Alternately we request DFCCIL to consider commencement date to be the effective date of contract.	Provision of Bid Document shall prevail.
	Part 3 Sec-VI & VII/ FIDIC GCC & SCC 8.3	44/103 & 154/188	Programme	We propose to retain the para 3 deleted in PCC. Para 3 of GCC 8.3 is: The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract. Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and 1 or a proposal under Sub-Clause 13.3 [Variation Procedure].	Not agreed.
	Part 3 Sec - VI & VII/ FIDIC GCC & SCC 8.4	45/103 & 154/188	Extension of time for completion	GCC 8.4 is balanced and appropriate clause. We propose to retain the same.	Not agreed.
151 I	Part 3 Sec - VI & VII/FIDIC GCC & SCC 8.7	47/103 & 154/188	Delay Damages	In PCC 8.7 para 1, please delete the last line: "It is agreed that recovery of damages under this sub-clause shall be without prejudice to the rights of the Employer under this Contract including the right of termination thereof." As the provisions of termination are already dealt with in appropriate clause.	Not agreed.
	Part 3 Sec-VI & VII/ FIDIC GCC & PCC 8 8	47/103 & 155/188	Suspension of Work	We propose to retain the GCC 8.8 being a balanced and appropriate clause without any alteration.	Not agreed.
153	FIDIC GCC 11	55 of 103	Defect Liability	We request that Defect Notification / Liability Period shall be 180 days from the date of Taking over of Works & sections and contractors will be limited to scope of work only.	Not agreed.
154	Part 3, Section VII PCC 4.4	151 of 188	Subcontractors	According to the price schedule of the tender, subcontract percentage for track laying is 36% and for welding is 6%. After excluding the cost of sleepers and fittings, this is more than 50%, hence this clause needs to be suitably amended.	Not agreed.
155 I	Part 3 Section VI GCC & Section VII PCC 14.1	159 of 188	Contract Price	Kindly advise whether custom duty, Excise duty & Service Tax are exempt, or to be reimbursed by Client - if so on what items of the tender - this being a Design and Build Tender. Please Clarify	Please refer clause 14.1 of GCC and sub clause 14.1 of PCC.
	Part 3 Sec-VI & VII/GCC, PCC & Appendix to Tender 14.2	68/103 159 & 165 of 188	Advance Payment	Interest Free Mobilization Advance may be provided	Not agreed.
157	Part 3, Section VII		Termination by Employer & Valuation at date of termination	We propose to retain the GCC 15.2 & 15.3 being clauses defined by FIDIC and are balanced	Not agreed.
158	PCC 15.2 & 15.3	161 of 188			
159	Part 3, Section VII PCC 16.2	162/188	Termination by Contractor	We propose to retain the GCC clause 16.2 being a balanced clause without any alteration.	Not agreed.
160				We request you to extend the tender submission date by 1 month.	Date of Submission postponed up to 30.05.2012. Please refer Amendment/Corrigendum No.1

161	Clause 4.1.4 Part 2, Vol. 1	Pg. 59		May please confirm if the fencing at LC's to be provided on both sides i.e. DFCC side and IR side.	Fencing at LC's is to be provided only on DFCC side as per the provision of IRPWM.
162	Clause 4.2.1 (1) Pt.2, vol. 1 pg. 61		Track Design Criteria		Work shall be undertaken as per the provision of Bid document. Sidings wherever shown in the yard plan are inlcuded in the present scope of work.
163	Clause 4.2.2.2 Pt. 2, vol. I, page 63			Please indicate the approximate lead in Kms to be considered for the transportation of these check rails.	Rails to be utilised as Check rail can either be provided ex. Bhillai or from any station under E.C.Railway jurisdiction.
164	Clause 13.3 (1 & 2) Pt. 2 Vol. 5, Pg. 104		As per Bid document "Temporary Track connectivity with IR track requires approval from concern Railways"	May please confirm if DFCC shall arrange for the approvals.	It is the bidder's responsibility for getting temporary siding connection from IR.
165	Clause 13.3 (3) (c) Pt. 2, Vol. 5, pg.104				Wherever land is available with Indian Railways such as near Shiv Sagar, Pusauli & Durgawati Etc. will be given free of cost. Additional land if required should be arranged by the Contractor at his own cost.
166	Clause 2.5.1 Sec.5, vol.4, pg. 88		As per bid document P-way items are to be procured from the RDSO approved suppliers only.	Please note that as per RDSO list there is no vendors approved for 25 Ton Axle load tracks. May please suggest if there is any other agency from whom we can procure these items.	
167	Clause 19.1 ITB pg. 27		As per bid document Tender is due for submission on 16.5.2012.	You will appreciate that this being a design build contract, time given is not adequate for designing survey, and preparation of a comprehensive and competitive bid.	
				Request is therefore made to extend the bid submission of at least six weeks.	
168	4.2.1	61	Employer's Obligation	It is requested to issue the RDSO drawings.	RDSO drawing can be obtained directly from RDSO. Please refer Amendment/Corrigendum No.1.