

Dedicated Freight Corridor Corporation of India Limited
 (A Government of India Enterprise)

DESIGN AND CONSTRUCTION OF SIGNAL AND TELECOM WORKS FOR DOUBLE LINE RAILWAY INVOLVING TRAIN DETECTION SYSTEM, TRAIN PROTECTION & WARNING SYSTEM, ELECTRONIC INTERLOCKING IN STATIONS, AUTOMATIC SIGNALLING IN BLOCK SECTIONS, INTERLOCKING OF LEVEL CROSSING GATES, DISPATCH TELEPHONE SYSTEM, FIBER OPTIC COMMUNICATION SYSTEM, GSM(R) SYSTEM, DIGITAL ELECTRONIC EXCHANGE SYSTEM, MASTER CLOCK SYSTEM AND VIDEO SURVEILLANCE SYSTEM FOR REWARI – MAKARPURA SECTION AND TRAIN MONITORING AND DIAGNOSTIC SYSTEM FOR DADRI – JNPT SECTION INCLUDING TESTING AND COMMISSIONING ON DESIGN-BUILD LUMP SUM PRICE BASIS OF WESTERN DEDICATED FREIGHTCORRIDOR

SIGNALLING AND TELECOMMUNICATION WORKS CONTRACT
(Rewari – Makarpura of Phase 1 and part of Phase 2)

CONTRACT PACKAGE ST P-5

Queries from Bidders

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
8.	I	1	31	ITB8.3(c)	ITB8.3(c)	The original ITB has no 8.3 (c). Please clarify if “8.3 (c)” is tying error of “8.3”.	Yes, the correct Sl. No. of the BDS is “ITB 8.3”. Please refer Sl. No. 1 of Addendum 1.
9.	I	5 Part B	158	4.2	Performance Security	Calling of Performance Security without uncertain reason by the Employer is very serious matter for the Contractor and may cause the unforeseeable future cost. Please kindly consider to reinstate the original FIDIC condition of paragraph 5 of Sub-clause 4.2 "The Employer...claim."	No change in PC 4.2. Explanation- As Para-5 of GCC 4.2 speaks about Legal expenses which are indeterminate in nature.
10.	I	5 Part B	158	4.7	Setting Out	According to the original condition of this clause, the Employer is responsible for error the reference. Deletion of this sub-clause may make the contractors to hold unforeseeable future risks and also may cause the cost for hedging those risks as a result. Please kindly	This being Design & Build Lump Sum Contract, the Contractor is responsible for verifying the specified items of reference and correct positioning of all

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
						consider to reinstate the original FIDIC condition of paragraph 2, 3, 4 of Sub-clause 4.7.	parts of Work. Accordingly, no change in PC 4.7 is envisaged.
11.	I	5 Part B	158	4.10	Site Data	We think that the meaning of "in this regard" is ambiguous. Please kindly consider to replace the sentence "in this regard" with "in the accuracy of its own interpretation of such data".	No change in the PC 4.10 is envisaged.
12.	I	5 Part B	161	8.3	Programme	Deleted paragraph 3 of the original FIDIC is primarily Contractor's obligation. Moreover, this Sub-Clause 8.3 has a close relation with Clause 13.3 (b) and used in the same clause as reference. Please kindly consider to reinstate the original FIDIC condition.	No change is envisaged in PC 8.3. Change in the programme on account of probable future events/ circumstances would not be practicable; owing to indeterminate nature arising out of hypothetical situation.
13.	I	5 Part B	162	8.4	Extension of Time for Completion	Deletion of this sub-clause may make the contractors to hold unforeseeable future risks and also may cause the cost for hedging those risks as a result. Please kindly consider to reinstate the original FIDIC condition of Sub-Clauses (c) and (d).	No Change in PC 8.4. The climatic/ meteorological conditions being well known cannot be a cause for Extension of Time. Further, 'Epidemic' is a situation beyond the control of both Contractor and Employer. As such, the situation can be dealt with under clause

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
							19.1 (Force Majeure)
14.	I	5 Part B	162	8.7	Delay Damage	Please kindly consider to set the same incentives to the other MSs than MS 8 for smooth and prompt execution of the project.	The PC 8.7 has been modified to include incentive for MS-5 and MS-6. Refer Sl. No 15 of Addendum 1
15.	I	5 Part B	163	8.8	Suspension of Work	With regard to Sub-clause (a) of paragraph 6, please kindly clarify which part in the contract is to be reference for. We think that Sub-clause (b), (c), (d), (e) of paragraph 6 has a very wide range of incidents for the contractor. Please kindly consider limiting incidents to those indicated in the clause 19.1 of General Conditions for appropriate cost estimation from the bidders.	It is standard clause defining the Contractor's entitlement during period of suspension. Accordingly, no change is envisaged in the PC 8.8.
16.	I	5 Part B	164	11.7	Right of Access	We think that the meaning of the sentence of "the Work as is reasonably required in order to comply with this Sub-Clause" is ambiguous. Please kindly clarify the meaning of this sentence.	The provision of PC 11.7 read in conjunction with GC 11.7 is self explanatory.
17.	I	5 Part B	164	11.12	Emergency Defect Rectification	Please kindly consider to replace the sentence of "the time as specified by..." with "the time as <u>reasonably</u> specified by..." at the 4th line in this sub-clause.	PC 11.12 pertains to emergency defect rectifications of the work wrt safety, environment & operational aspects, which are required to be attended immediately.

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
							Accordingly, no change is envisaged in the PC 11.12
18.	I	5 Part B	164	11.12	Emergency Defect Rectification	Please kindly consider to replace the sentence of "and recover the cost from..." with "and recover the <u>reasonable</u> cost from..." at the 7th line in this sub-clause.	Pl. refer the response to Q. No. 17 above. Employer shall recover the cost in case the Contractor fails to respond within the time as specified by the Engineer/ Employer. Accordingly, no change is envisaged in PC 11.12.
19.	I	5 Part B	165	13.3	Variation Procedure	We think that the sentence "Prevailing market rates for Materials, hiring of equipment" is ambiguous. Please kindly consider to insert after c "d. contractor's submission of the actual cost estimation for Materials, hiring of equipment".	Actual cost estimation of varied works shall be based on prevailing market rates for materials and hiring of equipment. Accordingly, No change in PC 13.3 is envisaged.
20.	I	5 Part B	165	13.3	Variation Procedure	Please kindly clarify the meaning of the sentence of "No price adjustment shall apply to the varied works of the item due to variation." in the paragraph2. Or please kindly consider to delete this whole sentence.	Adjustment in the Contract Price due to variations (if any) shall be based on the current market rates as stipulated under GC 13.3 & PC13.3. Accordingly, no Price Adjustment shall apply to the varied works of the item due to variation.
21.	I	5 Part B	167	14.3	Application for Interim	Regarding the paragraph3, there is a possibility that the contractor makes unintentional careless	The Sub Clause is kept merely to deter raising of

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
					Payment Certificate	mistakes to calculate the amount. Hence, please kindly consider to replace the sentence of "in the second instance" with "in case that the contractor repeats these acts intentionally."	spuriously inflated claim for Payment. Accordingly, no change in the PC 14.3 is envisaged.
22.	I	5 Part B	170	17.3	Employer's Risk	Deletion of this sub-clause may make the contractors to hold unforeseeable future risks and also may cause the cost for hedging those risks as a result. Hence, we request you to consider to remain the original FIDIC statement unchanged.	No change in PC 17.3 is warranted. The FIDIC sub-clause 17.3(h) relates with operation of nature's Forces and this has been adequately covered under 19.1 (Force Majeure).
23.	I	5 Part B	170	17.6	Limitation of Liability	Please kindly clarify if this is not the replacement of the whole sentence of 17.6. And please also kindly clarify the definition of "work segment(s)".	1. PC 17.6 is supplement to second para of GC 17.6. 2. The work segment shall be the stretch of the Work as proposed by the Contractor in accordance with the requirement of specification and consented by the Engineer & approved by the Employer. Pl. refer item no. 21 of Addendum 1.
27.	I	Schedule	23	No.13	ISA Certification	Please advise in concrete what kind of ISA	ISA shall associate from

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
	(2/2)	4			of Signalling system	certification to be expected.	Design Stage to Testing and Commissioning Stage. He shall review Design and Test results and certify the signaling system to be meeting SIL requirements and its fitness for commercial operation with observations, if any.
28.	I (2/2)	Schedule 4	25	2.3	While submitting the bills all supplementary details of physical work executed during the month supporting the break up provided in the Price Schedule. The sketches, drawings, approvals, calculations etc. shall accompany the bill so that payment can be substantiated and certified by the Engineer and submitted to the Employer.	We understood that monthly progress payment will be applicable for the execution (installation works), is it correct?	In Schedule 5: Payment Schedule, Para 2.0 in general and 2.3 in specific are self explanatory.
72.	I	1 Part A	13	7	Clarification of Bidding Documents	Please clarify when DFCCIL will respond to clarification by Bidders.	As specified in ITB 7.6 the responses to the queries shall be transmitted

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
							promptly to all the Bidders who have acquired the Bidding Documents and shall also be uploaded on DFCCIL web-site.
73.	I	1 Part A 6	16 3	14.5 Schedule 1	Bid Prices and Discounts Schedule of Adjustment Data	<p>With regard to ITB 14.5 (p. 16) and Schedule 1: Schedule of Adjustment Data (p. 3) of Section 6 : Financial Submissions, although it states that "The indices during the project implementation shall be taken from those published by Reserve Bank of India for all items and shall be as under"</p> <p>For 'Labour': The All India Consumer Price Index for Industrial Workers For 'Material': The Wholesale Price Index for All Commodities For 'Fuel & Power': The Wholesale Price Index for Fuel & Power</p> <p>Please confirm whether we should refer the monthly indices of Prices and Production "19. Other Consumer Price Indices" and "21. Wholesale Price Index" from the data of RBI.</p>	<p>It is understood that Table no. 35 and 38 of monthly RBI bulletin have been replaced with new Table 19 and 21 respectively from January 2013 onwards.</p> <p>Accordingly, the monthly indices from "Prices and Production" – 'Table 19: Other Consumer Price Indices' and 'Table 21: Wholesale Price Index' of RBI monthly bulletin shall be used.</p>
74.	I	1 Part A	17	17.1	Documents Establishing the Qualification of the Bidder	<p>Please confirm that, from the viewpoints of preparing a competitive offer, more than one specialist sub-contractors can be proposed for each Sub-Factor of 3.2 e (iii) and (iv), if they can meet the corresponding qualification requirements</p>	<p>The requirement of each of the key activities of sub-factor 3.2(e)(iii) are required to be met either by all partners combined or can be a specialist sub-contractor (not more than one) for each of the key activity.</p>

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
							Both the requirements under sub-factor 3.2(e)(iv) - Specific Design Experience are required to be met either by all partners combined or can be a specialist sub-design consultant sub-system-wise.
75.	I	1 Part A	17	18.1	Period of Validity of Bids	Although the award is delayed by a period exceeding 56 days beyond the expiry of the initial bid validity, the Contract Price is not allowed to be adjusted. We understand from this instruction that, realistically, the offer validity is meaningless. Please indicate from what date will the Bidder's price proposal become subject to the Price Adjustment?	<p>Delay in award of Contract beyond expiry of initial Bid validity period of 180 days is not envisaged. However, as specified in ITB 18.3(b), if the award is delayed by a period exceeding 56 days beyond the initial Bid validity period, the fixed portion of the bid price shall not be adjusted to determine the Contract Price, for the purpose of award of the Contract.</p> <p>However, the amount payable to the Contractor shall be adjusted in accordance with the formula as specified in the FIDIC clause 13.8 & PC 13.8 wrt the Price Indices as on the Base Date.</p>

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
76.	I	1 Part B	28	ITB 3.2	Replacement of Sub-Clause 15.6 of GC by Sub-Clause 1.15 of PC	We cannot find Sub-Clause 1.15 of Particular Conditions. This item seems to be additional item. If yes, please let us know the contents of 1.15.	PC 1.14 (New sub clause) Fraud and Corruption (page no. 156) has been renumbered as "1.15 Fraud and Corruption" Pl. refer item no. 14 of Addendum 1.
77.	I	2	62	4.4 a) 1	Layout Plan of Contractor's Site Installation & its Security	Please confirm that "Pre-Wiring" means pre-installation and pre-wiring of equipment installed inside of Pre-Fabricated Auto Location Hut and Telecomm Hut.	Yes. Please refer the clause 10.5.1.1 of Vol III part 1 and clause 2.2.2 of Vol III part 2.
78.	I	3 Part C	117	Form PER-1	Proposed Personnel	Let us confirm that "suitably qualified personnel to meet the specified requirements" is not stated in Section 2, but Page 116 of Section 3.	Yes, the bidder's understanding is correct.
79.	I	3 Part C	127	Form I-B-8	Proposed Manufacturers and Subcontractors	Please confirm that, from the viewpoints of preparing a competitive offer, more than one Manufacturer or Subcontractor can be proposed in the list for one item.	Yes. However, with regard to key activities, response to Q. No. 74 above may be referred.
81.	I	5 Part A	146	Table	Coordination Event ST P-5 : ST-1	(1) Please advise the data to be validated by ST P-5 Contractor. 2) Please confirm that the following data included in Vol. IV will be validated by CT P-1/P-2/P-3 Contractors and RS P-7 Contractor for DFCCIL, and that DFCCIL transfer the above validated data to ST P-5; -ROW -List of Bridges -Level Crossing -List of Other Charted Public Utilities	'Validation of Data' has been excluded from Coordination Event ST-1. Refer item no. 12 of Addendum 1 However, ST P-5 Contractor shall get the validated data from Civil Contractor / Other Contractors and use it as

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
						-Telecom/ OFC Cables within the ROW to be Protected/Shifted Extended/Temporary Diversion -Electrical Utilities for 33 kV & Below	part of Interface Co-ordination as specified in Cl. 13.2 of Section 8 in Volume II [ER-GS]
82.	I	5 Part A	147	Table	Coordination Event ST P-5 : ST-8 Milestone nos. ST P-5 : MS-1	(1) It is not clear to which extent CT P-1 Contractor shall complete the station area/buildings, and to which extent of the ground facilities RS P-7 Contractor need for the commencement of Testing of prototype Loco at this stage. Accordingly, please clarify to which extent ST P-5 works between Rewari and Dabla shall be completed by this coordination event and millstone date, for each of the following subsystems -MSDAC in stations and inter-station area -EI with signalling and point machine in station -Automatic signalling -Track side TPWS facilities in stations and inter-station area -TMS for stations and inter-station area -GSM-R for station and inter-station area -FOC/SDH for station and inter-station area -Telephone System with EPBAX in stations -Direct Telephone System -Master Clock System -Sig and Telecomm facilities in OCC (2) Please clarify to which extent the field test is completed for the test run of prototype Loco ,i.e. ; "Installation Test, Partial Acceptance Test" or	1) This Milestone is only to enable running & testing of prototype loco. Requirements of sub-systems shall be as under : - Yes - Yes - Yes - No - No - No - Yes - Yes - No - No - No 2) Installation and Partial Acceptance Tests for sub-systems required as in item (1) above.

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
						<p>“System acceptance test for between Rewari and Dabla”.</p> <p>(3) Please clarify, if this Rewari-Dabla section is not taken over at this stage as described for GC Sub-Clause 1.1.5.6, then who is responsible for care and custody of the completed work until Taking Over of the whole Rewari-Iqbalgam Section (MS-5)</p> <p>(4) Please clarify how TPWS can be parameterized or the control balise can be located before ST-8/MS-1, without the breaking distance curve which may be obtained through the test of prototype Loco with the wagons.</p> <p>(5) Please clarify to which extent and how the bidder shall be involved in Prototype Loco testing. If involved.</p> <p>If involved, please confirm that the test is deemed as the official Trial Run Test for Rewari-Dabla section.</p> <p>(6) According to 9.7.8 of Particular Specification, this Rewari-Dabla section will serve also for the compatibility test between on-board TPWS of DFCCIL with line side TPWS of IR.</p> <p>Please clarify the milestone of this compatible test run along with the work split and responsibility between DFCCIL and the Contractor.</p>	<p>3) Since only some of the sub-systems as per above item 1 will be commissioned, care and custody of the same shall continue with the Contractor.</p> <p>4) NO TPWS required for MS1</p> <p>5) Prototype Loco testing shall not Constitute Official Trail Run Test for the section as section is not proposed to be made ready for Integrated Testing.</p> <p>6) This Compatibility test will be performed later when TPWS in this section is ready for the same. There is no milestone for this compatibility test. The Engineer shall coordinate for these tests.</p>

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
83.	I	5 Part A	149	Table	Coordination Event ST P-5 : ST-8	Please provide the entire schedule to be met by the Bidder, for the supply of on-board TPWS and radio equipment, including the 1st supply in Loco shop in Japan.	This shall be prepared jointly by P5 and P7 contractors and included in Interface document and as part of the Interface Co-ordination as specified in Cl. 13.2 of Vol II of Bid Document.
84.	I	5 Part A	148 149	Table	Milestone Nos. ST P-5: MS-5 & 6	The sections covered by these milestones are very lengthy to complete at one time, even it is segmented for the installation in parallel. Please clarify whether Partial Taking Over is introduced for the segments completed time to time.	Taking over of part of the Works shall be as specified in PC 10.2.
85.	I	5 Part A	149	Table	Coordination Event ST P-5 : ST-21 Milestone Nos. ST P-5: MS-8	The first Loco with the on-board TPWS/Radio equipment is put into test operation by 109W. If the taking over of this equipment is MS-8 (338W), then it is already under the service for 4.4 years before DNP start. Please clarify whether Partial Taking Over is introduced for the Loco completed time to time.	Partial Taking Over of Locos shall take place as and when Integrated Testing of individual Locos gets completed. Please also refer item no. 16 of Addendum 1 about modification of PC 10.2.
86.	I	5 Part B	156	1.9	Errors in Employer's Requirements	According to 1.9 Error in Employer's Requirements, the Contractors are requested to point out any errors in the Employer's Requirements within 56 days. What is the exact date for the deadline of pointing out the errors? (In other words, what is the starting point for counting the "56 Days notice"?)	As specified in the PC 5.1, the Contractor shall give notice to the Engineer of any error, fault or other defect found in Employer's Requirement with reference to purpose, scope, design and/or other technical criteria for the works within the

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
							period stated in the Appendix to Tender (56 days) to be calculated from the Commencement Date.
87.	I	5 Part B	156	1.14	Fraud & Corruption	It is described that "Fraud and Corruption" as 1.14 in the clause of Particular Conditions. May we understand that it is numbering mistake? Please confirm that it should be read as 1.15.	Pl. refer response to Q. No. 76 above.
88.	I	5 Part B	158	4.7	Setting Out	We are of the opinion that the change in FIDIC condition is not fair towards the Contractor and accordingly request that the original FIDIC clause should remain unchanged. Please confirm.	Pl. refer response to Q. No. 10 above.
89.	I	5 Part B	158	4.10	Site Data	The deletion of the words "To the extent which was practicable (taking account of cost and time) "will cause the remarkable extension of the Contractor's responsibility. We do not have sufficient time for investigating and discussing various on-site information disclosed from the Employer, and making it reflected in the bid price. Furthermore, since the expense hung on investigation will be restricted, it cannot but add up unnecessary reserve cost. Please reconsider the deletion of these words.	Pl. refer response to Q. No. 11 above.
90.	I	5 Part B	161	8.3	Programme	Please kindly consider that the original FIDIC clause should remain unchanged because this deleted paragraph relates to Variation. Please confirm.	Pl. refer the response to Q. No. 12 above.
92.	I	5 Part B	164-165	13.3	Variation Procedure	Please kindly allow the Contractor to offer the price adjustment formula when every Variation is decided because the necessity of price adjustment would be judged case by case.	Refer response to Q. No. 20 above.

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
93.	I	5 Part B	166	14.3	Application for Interim Payment Certificate	Please advise us of the evaluation period by the Engineer, of the monthly bill with its supporting documents submitted by the Contractor.	The Contractor shall submit all the documents/ supplementary details as specified in FIDIC clause 14.3 in support of his monthly bill and as specified in PC 14.6, the Engineer shall within 28 days of after receiving a statement and supporting documents, issue to the Employer, an IPC for payment.
94.	I	5 Part B	168	14.7	Payment	Please clarify if the payment to the Contractor of the foreign portions will be made by the Letter of Credit as the direct disbursement from JICA. If so, please specify the documents required for L/C negotiation.	L/C will be issued in favour of the Contractor after Effectuation of Contract for each currency. Broadly speaking, following documents shall be required at the time of opening of the L/C, 1.Address of Borrower 2.Description of service/Work 3.Gross Value of Contract 4.No and date of Contract. 5.Name and Address of Service Provider / Supplier

Sl. No.	Vol. No.	Section No.	Page No.	Clause No.	Title	Questions	DFCCIL Response
							<p>6.Name and address of Purchaser Bank 7.Who will bear the Bank and other Charges 8.Details of Purchaser's Bank</p> <p>The required Document along with interim Payment Statement may be Test certificates and other document supporting the payment.</p> <p>Flow Chart to graphically reflect the Commitment (L/C and L/C issuance stage), Commitment (Disbursement stage) and Transfer type B (payment in Local currency), has been included in the Addendum 1 as attachment no: Attachment: Addm 1</p>
95.	I	5 Part B	170	17.3	Employer's Risk	<p>Sub clause 17.3(h) "any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions" was deleted. Without this clause, we must consider some contingency which causes additional cost. To avoid such unnecessary additional cost, please kindly consider to put this clause back.</p>	<p>Please refer the response to Q. No. 22 above.</p>