

**Clarifications/Remarks on Queries raised by Bidders after 2<sup>st</sup> Pre bid Meeting on 09.02.2024**

**Name of Work:** Design, manufacture, supply, testing & commissioning of 4 (Four) New Point & Crossing Tamping Machines (PCTM), Training of DFCCIL Personnel, Operation & Comprehensive Maintenance of Machine for a period 144 Months after Commissioning of machines. (RFP No. HQ-EN0TMC(RFP)/1/2022-O/o GM/Technical-CO-DFCC/16490 dated 03.01.2024)

**NIT No.** HQ-EN0TMC-PCTM-TECH-16490 Dated 05.01.2024

SN	Clause No. & Page No.	Tender Condition	Tenderer's Queries	Remarks/Clarification by DFCCIL
<b>A</b>	<b>Issues raised by M/s Plasser India Pvt Limited through Letter No.PI/SSB/743/19022024 dated 19.02.2024</b>			
	<b>PRE-BID QUERIES- SOR (Part-I)</b>			
1	SOR Time Schedule Page 4 of 211	1. Submission of e- bids Due date and time for Submission of offer/ bid 19.02.2024 till 15.00 hrs.	Since the tender preparation requires a lot of work, the current submission date is not sufficient to prepare the Tender on time. It is requested to kindly allow at least an additional 4 weeks to prepare and submit the tender. As it is the first of its kind of mixed work and service contract hence, we also request to kindly allow a second pre-bid meeting to clarify on other items after the clarification issued for first pre-bid meeting.	Agreed. 2 <sup>nd</sup> Prebid already planned on 09.02.2024 and date of tender opening postponed to 19.03.2024 through Corrigendum -1
2	1.0_SOR Page 4 of 211	<b>Description of Work:</b>	The floated tender rate is too low as compared to previous supply and current ongoing operation and maintenance contract. Please advise the basis of calculation to meet such price.	The departmental Rate of PCTM is taken on the basis of RB Contract. The rate of O&M items are taken on the basis of average actual expenditure being done by IR for O&M of track machines. However, prospective bidders shall quote the bids as per their rate analysis.
3	2.0_SOR Page 6 of 211	.....In case of delay in the supply and commissioning of machine, recovery of Liquidated Damage (LD) shall be levied @ ½% of price of the machine, per week or part of the week during which commissioning is accepted subject to the upper limit of 10% of the value of the	Please clarify to avoid any ambiguity i.e. max. LD is to be 10% of the Contract Value of the delayed goods i.e. delayed machine price.  The aforesaid is also clarified in IRS Condition of Contract Clause 0702 (a) which states upper limit of recovery of liquidated damages will be 10% of value of delayed supplies.	The clause 2.0 of SOR will be modified as under:  " <b>Delivery/Commissioning Schedule:</b> All the 4 Machines i.e. PCTM shall be delivered and commissioned on DFC network as per Annexure - T9 within 24 months from the date of issue of Letter of Acceptance (LoA) for this tender. In case of delay in the supply and commissioning of machine, recovery of Liquidated Damage (LD) shall be levied @ ½% of price of the <b>delayed</b> machine, per week or part of the week during which commissioning is accepted




		contract, irrespective of the delays.		subject to the upper limit of 10% of the <b>contract value of the item No.1 of SOR</b> , irrespective of the delays".
4	3.1_SOR Page 8 of 211	.....The specifications laid in Section-D of this RFP, is as per RDSO specification No. TM/HM/UNI/380 Rev.02 of 2020. If in case, specifications are updated by RDSO before date of tender opening then the updated specifications as on one month prior to tender opening date shall be followed.	<p>It is understood that the specifications laid in Section-D of this RFP, are as per RDSO specification No. TM/HM/UNI/380 Rev.02 of 2020 is not same as RDSO original specification as it has been altered to meet DFCCIL requirement. Hence referring to the original specification of RDSO will arise contradiction in case any update by RDSO. So, it our kind submission either please refer original specification of RDSO without any alteration in it or DFFCCIL may refer its own specification as per their requirement.</p> <p>Furthermore, if a new specification is referred it may take additional time in design, supply, and other necessary certification as a new model.</p>	<p>The original RDSO specification can not be adopted as it is as DFCCIL SOD, Turnout details and some others provision which differ from RDSO are to be changed. The clause 3.1 of SOR will be modified as under:</p> <p>Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document during Delivery and Commissioning Phase/ Operation and Maintenance Phase is as under: -</p> <ul style="list-style-type: none"> <li>(i) Contract Agreement</li> <li>(ii) Provisions of LoA</li> <li>(iii) Schedule of Requirement (SOR)</li> <li>(iv) Special Condition of Contract for Delivery and Commissioning phase/Special Condition of Contract for Operation and Maintenance phase</li> <li>(v) Technical Specifications</li> <li>(vi) Instructions to Bidders</li> <li>(vii) General Condition of contract for Delivery and Commissioning Phase/for Operation and Maintenance phase</li> </ul> <p>Till machine(s) are commissioned, the provisions of General Condition of Contract for Delivery and Commissioning Phase and Special Condition of Contract Delivery and Commissioning will be applicable and after commissioning of machines the General Condition of contract for O &amp; M and Special Condition of Contract for O &amp; M phase will be applicable. In case of any conflicting provisions in different part of the tender document, provisions given in the portion of document having higher order of preference shall prevail over the provisions given in the portion of document having lower order of preference.</p> <p>The specifications laid in Section-D of this RFP, is as per RDSO specification No. TM/HM/UNI/380 Rev.02 of 2020.</p>




5	5.2_SOR Page 8 of 211	a) Bank Guarantee by bidder in prescribed proforma as per Annexure - T5. The Bank Guarantees (BGs) to be submitted by the bidders, shall be sent directly to the DFCCIL by the issuing bank under registered Post A.D. and a soft copy of BG be submitted along with the offer.	It requested to kindly amend this clause as follows: a) Bank Guarantee by bidder in prescribed proforma as per Annexure - T5. The Bank Guarantees (BGs) to be submitted by the bidders, shall be sent directly to the DFCCIL by the issuing bank / <b>bidder</b> under registered Post A.D. and a soft copy of BG be submitted along with the offer.	The clause 5.2 of SOR will be modified as under:  “ The Bidder may note that Bidder have to submit a MoU <b><u>with</u></b> OEM(s) as per Annexure -TC1.  Regarding BID SECURITY Bidders are advised to go through clause 6.0 of ITB. BID SECURITY payment through online mode on IREPS. Option for submission of BID SECURITY through manual mode is also available to all the Bidders, in addition to online payment mode. Manual Payment of BID SECURITY in following form is acceptable:  a) Bank Guarantee by bidder in prescribed proforma as per <b>Annexure - T5</b> . The Bank Guarantees (BGs) to be submitted by the bidders, shall be sent directly to the DFCCIL by the issuing bank/ <b>bidder</b> under registered Post A.D. and a soft copy of BG be submitted along with the offer.  Regarding <b>Security Deposit</b> , Bidders are advised to go through clause <b>16 of GCC for O &amp; M phase</b> : The Security Deposit shall be 5% of the <b><u>cost of machines as per accepted rate of tender.</u></b> “
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PRE-BID QUERIES- ITB, PROCUREMENT PHASE (Part-II, Section-A)				
SN	Clause No. & Page No.	Tender Condition	Tenderer's Queries	Clarification by DFCCIL
1	4.1_ITB  Page 22 of 211	<b>Qualifying/Eligibility Criteria</b>  (a) The Bidder or lead Partner (in case of JV) have valid MoU with Manufacturer/OEM of PCTM for supply of Machines dully mentioning the Delivery and Commissioning schedule as per attached Performa Annexure-TC1.	It is understood that said tender is a dry lease tender rather than wet lease tender as DFCCIL itself paying for procurement part. Hence, comprising the condition of wet leasing, i.e. signing of MoU with OEM for qualifying criteria will unnecessarily create room for frivolous bidders.  The scope of work is also known to be highly technical and specialized. And it is also predominantly linked to proper maintenance of the track network to accomplish	Not Agreed.




		<p>Or Bidder or it's one of member is a licensed manufacturer who regularly manufactures the Point and Crossing Tamping Machine and has adequate technical knowledge and practical experience in manufacture, supply, and commissioning of offered item to Indian Railways or any other Railway organization in India or abroad.</p>	<p>required parameters resulting in safe operation directly related to safety of public and property at large. Now, participating in such a technical and specific tender indirectly by signing a letter of intent with the OEM creates an unnecessary gap between the employer and the OEM.</p> <p>Please consider/ modify the clause requirement as below:</p> <p><b>(a) The bidder is a licensed local manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience in manufacture, supply and commissioning of offered item to Indian Railways.</b></p>	
2	4.1_ITB Page 22 of 211	<p><b>(b) Technical Eligibility Criteria</b> The Bidder must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>(i) Three similar works each costing not less than the amount equal to 15% of advertised value of the tender.</p> <p>or</p> <p>(ii) Two similar works each costing not less than the amount equal to 20% of advertised value of the tender.</p> <p>or</p> <p>(iii) One similar work costing not less than the amount equal to 30% of advertised value of the tender.</p>	<p>We request DFCCIL to please refer to latest condition of IR GCC. As per Clause 10.1 of IR standard GCC, Technical Eligibility Criteria shall be as follows:</p> <p>(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p><b>i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</b>  <b>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</b>  <b>(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</b></p>	No agreed.

3	4.1_ITB Page 22 of 211	<p>(b) .....<b>Similar works:</b> - The Similar nature of work is defined as under:</p> <p>Mechanized Track Maintenance using On-Track Machines anywhere in Railway Sector in any country of the world. OR Operation and Maintenance of ON Track Machines anywhere in Railway Sector in any country of the world.</p> <p>OR</p> <p>Mechanized Track laying by NTC/T28 and/or renewal of track by TRT/PQRS/T28 and/or Mechanized Track deep screening, shallow screening and/or through weld renewal by mobile flash butt welding plant anywhere in railway sector in any country of the world.</p> <p>OR</p> <p>Any work of Supply of ON-Track tamping machine(s) and it's spares for laying/maintenance of track in railway sector in any country of the world. The Bidders shall submit requisite information as per Performa attached as Annexure-TC2.</p>	<p>Please appreciate that the scope of work is highly technical requiring experience and expertise of trained, specialized and skilled workforce. This is to ensure quality and efficient operation and maintenance of the complex track machines owned by DFCCIL. Further the scope of work is predominantly linked to proper maintenance of the track network to accomplish required parameters resulting in safe operation directly related to safety of public and property at large.</p> <p>The workforce is required to be rigorously trained in the operation &amp; maintenance of the specified on-track machines and its competency must be certified. Untrained &amp; non-skilled operation shall lead to unforeseen risks &amp; costs towards the maintenance of tracks and more specifically specialized on-track machine.</p> <p>In this context, please appreciate that being a highly technical work with significance being placed on the technical aspect and safety of public at large, technical competency towards operation &amp; maintenance of specific on-track machines (as specified in the tender documents) in Indian railway perspective in envisaged. Generalized on-track machines with totally varied parameters, specifications shall impair the specialized scope of works of the tender document.</p> <p>Accordingly, prior technical experience of tender on-track machines along with competency certificate for operation &amp; maintenance of same is envisaged to ensure experienced &amp; earnest participation."</p> <p>Please consider/ modify the clause requirement as below:</p> <p><b>Definition of Similar work shall mean:</b></p> <p><b>"Supply, Installation, Testing, Commissioning of similar on Track Tamping Machine.</b></p>	No agreed.
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			<p style="text-align: center;"><b>AND</b></p> <p><b>Operation &amp; Maintenance of on Track Tamping Machine”.</b></p> <p><b>Note: - The Contractor should have experience of Operation &amp; Maintenance of Any Track Tamping Machine as given in Schedule for a minimum period of 12 month (01 year) in Indian Railway’s network including PSU’s (Proof of the said quantum of work must be submitted).</b></p>	
4	4.1_ITB  Page 23 of 211	<p><b>(c) Financial Eligibility Criteria:</b> The Bidder must have minimum average annual contractual turnover of V/N crores.</p> <p>Where</p> <p>V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p>	<p>It is understood that the scope of the works is extremely financial and therefore requires the tenderer’s financial stability. This is to ensure efficient and timely execution of the operation and maintenance of the complex track machinery owned by DFCCIL. Since this is a long-term contract, financially sound and honest bidders shall be appreciated.</p> <p>We request DFCCIL to please refer to latest condition of IR GCC. As per Clause 10.2 of IR standard GCC, Financial Eligibility Criteria shall be as follows:</p> <p><b>Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of 1.5 V/N crores; where</b></p> <p><b>V= Advertised value of the tender in crores of Rupees</b> <b>N= Number of years prescribed for completion of work for which bids have been invited.</b></p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth</p>	No agreed.

			previous year shall be considered for calculating average annual contractual turnover.	
5	4.1_Note_ ITB  Page 24 of 211	(f) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization, the same shall be considered for the purpose of fulfillment of credentials.	Please advise whether work experience certificate issued through Intermediate contractor by DFCCIL shall be recognize authentic or not.	<p>The existing provision of 4.1 (f) of ITB will be changed as under:</p> <p><b>“If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization <u>of any country</u>, the same shall be considered for the purpose of fulfillment of credentials. <b>Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange <u>or listed on top 20 foreign stock exchange or stock exchanges of OEM’s country</u>, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</b></b></p> <p><b>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly</b></p>




				certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.”																																																				
6	5.3_ITB Page 26 of 211	<p>The time and the ..... The Bidder shall submit the Delivery schedule of each Machines keeping the delivery period of 24 months for commissioning of all 4 machines along with his offer in Performa enclosed as Annexure-T9..... such machines.</p> <p style="text-align: center;"><u>Annexure-T9</u></p> <p style="text-align: center;">Commissioning Schedule of Machines on DFCCIL network (As per Clause 5.2 of ITB)</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Machine</th> <th>Planned date of Delivery on DFCCIL network</th> <th>Planned date of Commissioning on DFCCIL network</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1<sup>st</sup> Machine</td> <td>In 5<sup>th</sup> Quarter from date of Award of work</td> <td>In 6<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>2</td> <td>2<sup>nd</sup> Machine</td> <td>In 6<sup>th</sup> Quarter from date of Award of work</td> <td>In 7<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>3</td> <td>3<sup>rd</sup> Machine</td> <td>In 7<sup>th</sup> Quarter from date of Award of work</td> <td>In 8<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>4</td> <td>4<sup>th</sup> Machine</td> <td>In 7<sup>th</sup> Quarter from date of Award of work</td> <td>In 8<sup>th</sup> Quarter from date of Award of work</td> </tr> </tbody> </table>	SN	Machine	Planned date of Delivery on DFCCIL network	Planned date of Commissioning on DFCCIL network	1	1 <sup>st</sup> Machine	In 5 <sup>th</sup> Quarter from date of Award of work	In 6 <sup>th</sup> Quarter from date of Award of work	2	2 <sup>nd</sup> Machine	In 6 <sup>th</sup> Quarter from date of Award of work	In 7 <sup>th</sup> Quarter from date of Award of work	3	3 <sup>rd</sup> Machine	In 7 <sup>th</sup> Quarter from date of Award of work	In 8 <sup>th</sup> Quarter from date of Award of work	4	4 <sup>th</sup> Machine	In 7 <sup>th</sup> Quarter from date of Award of work	In 8 <sup>th</sup> Quarter from date of Award of work	<p>The required delivery period is too short. It is requested to please amend existing delivery period as mentioned below:</p> <p>Please consider/ modify the clause requirement as below:</p> <table border="1"> <thead> <tr> <th>S N</th> <th>Mach ine</th> <th>Planned date of Delivery on DFCCIL network</th> <th>Planned date of Commissioning on DFCCIL network</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1st Machi ne</td> <td>In 8<sup>th</sup> Quarter from date of Award of work</td> <td>In 9<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>2</td> <td>2nd Machi ne</td> <td>In 8<sup>th</sup> Quarter from date of Award of work</td> <td>In 9<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>3</td> <td>3rd Machi ne</td> <td>In 9<sup>th</sup> Quarter from date of Award of work</td> <td>In 10<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>4</td> <td>4th Machi ne</td> <td>In 9<sup>th</sup> Quarter from date of Award of work</td> <td>In 10<sup>th</sup> Quarter from date of Award of work</td> </tr> </tbody> </table>	S N	Mach ine	Planned date of Delivery on DFCCIL network	Planned date of Commissioning on DFCCIL network	1	1st Machi ne	In 8 <sup>th</sup> Quarter from date of Award of work	In 9 <sup>th</sup> Quarter from date of Award of work	2	2nd Machi ne	In 8 <sup>th</sup> Quarter from date of Award of work	In 9 <sup>th</sup> Quarter from date of Award of work	3	3rd Machi ne	In 9 <sup>th</sup> Quarter from date of Award of work	In 10 <sup>th</sup> Quarter from date of Award of work	4	4th Machi ne	In 9 <sup>th</sup> Quarter from date of Award of work	In 10 <sup>th</sup> Quarter from date of Award of work	<p>The Annexure-T9 will be modified as under:</p> <table border="1"> <thead> <tr> <th>S N</th> <th>Machin e</th> <th>Planned date of Delivery on DFCCIL network</th> <th>Planned date of Commissioning on DFCCIL network</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1st &amp; 2<sup>nd</sup> Machine</td> <td>In 6<sup>th</sup> Quarter from date of Award of work</td> <td>In 7<sup>th</sup> Quarter from date of Award of work</td> </tr> <tr> <td>2</td> <td>3<sup>rd</sup> &amp; 4<sup>th</sup> Machine</td> <td>In 7<sup>th</sup> Quarter from date of Award of work</td> <td>In 8<sup>th</sup> Quarter from date of Award of work</td> </tr> </tbody> </table>	S N	Machin e	Planned date of Delivery on DFCCIL network	Planned date of Commissioning on DFCCIL network	1	1st & 2 <sup>nd</sup> Machine	In 6 <sup>th</sup> Quarter from date of Award of work	In 7 <sup>th</sup> Quarter from date of Award of work	2	3 <sup>rd</sup> & 4 <sup>th</sup> Machine	In 7 <sup>th</sup> Quarter from date of Award of work	In 8 <sup>th</sup> Quarter from date of Award of work
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7	9.7_ITB Page 28 of 211	<p>9.7.1 The formula for price variation for indigenous content of item No.1 of SOR shall be</p> $P = P_o \times \{15 + (50 \times A1/A2) + (35 \times B1/B2)\} / 100$ <p>subjected to above clause 9.7</p>	<p>Price variation formula for item No. 1 of SOR shall be accepted as it doesn't impact significantly in design, manufacture, and supply stage.</p> <p>But for item No. 3, 5 and 2, 4, it will definitely impact on Tenderer costing because the price index mentioned in this formula shall never escalate significantly as compared to yearly average market inflation.</p>	<p>The existing provision of 9.7 of ITB will be changed as under:</p> <p><b>9.7.1</b> “The formula for price variation for indigenous content of item No.1 of SOR shall be</p> $P = P_o \times \{15 + (50 \times A1/A2) + (35 \times B1/B2)\} / 100$ <p>subjected to above clause 9.7</p>																																																				



		<p>9.7.2 The formula for price variation for item No.3 and 5 of SOR shall be <math>P = P_o \times \{15 + (85 \times A1/A2)\}/100</math></p> <p>9.7.3 The formula for price variation for item No.2 and 4 of SOR shall be <math>P = P_o \times \{15 + (85 \times B1/B2)\}/100</math></p> <p><b>Whereas</b></p> <p>P = Escalated/De-escalated Price Po= Price as per of SOR</p>	<p>In this context, the bidder must offer higher rates to compensate for the losses incurred in the coming year, as this is a long-term operation and maintenance contract. As a result, DFCCIL has to pay higher rates in the first year, which may result in huge losses for DFCCIL.</p> <p>Therefore, we suggest DFCCIL to allow tenderer to quote separate rate for each year w.r.t. to item No. 3,5 (material) and 2,4 (manpower) respectively.</p>	<p><b>9.7.2</b> The formula for price variation for item No.3 and 5 of SOR shall be <math>P = P_o \times \{15 + (80 \times A1/A2) + (5 \times F1/F2)\}/100</math></p> <p><b>9.7.3</b> For item No.2 and 4 of SOR on 1<sup>st</sup> anniversary of LoA, the rates of item No. 2 and 4 of SOR will increase by 6.00% of original accepted rates of contract of item No. 2 and 4 of SOR. On subsequent LOA anniversaries it will increase by 6.00% w.r.t last updated year rates.</p> <p><b>Whereas</b></p> <p>P = Escalated/De-escalated Price Po= <u>Price of item as per accepted rates of contract</u></p>
8	24.1_ITB Page 34 of 211	<p>Among all qualified and responsive bids as per tender provisions for the regular/bulk order meeting the eligibility criteria given in Clause 4.1 and 4.2 of Instructions to Bidders and complying to the Technical Specifications given in Part -III (Section-D) of the Tender Document, the lowest bid will be termed as L1. If L1 is from a Class – I local supplier, the contract for full quantity will be awarded to L1.</p> <p>If L1 bid is not from a Class – I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class – I local suppliers, will be invited to match the L1 price for the</p>	<p>We request DFCCIL to please include Proforma for Certificate of Local Content similar to Railway Board tenders.</p> <p>Specimen copy Local Content Certificate is given for DFCCIL's consideration please:</p>	<p>Item No. 6 of Annexure-T1 will be modified as under:</p> <p>6. WE full fill the provisions of Make in India Policy as applicable till date of finalization of tender. <b>I/We [Name of Bidder] hereby confirm that overall Local Content is -----% [should be equal or more than 50% for class-I Local Supplier Category and should be equal or more than 20% but less than 50% for class-II Local Supplier Category].</b></p>

	<p>remaining quantity subject to the Class – I local supplier’s quoted price falling within the margin of purchase preference i.e. 20%, and contract for that quantity shall be awarded to such Class – I local supplier subject to matching the L1 price. In case such lowest eligible Class – I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class – I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class – I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p>	<p style="text-align: center;">\Signature and Seal of Tenderer Cost Auditor of the Tenderer Company or Participating Concerned Person</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">Signature and Seal of the Tenderer</div>	
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<b>PRE-BID QUERIES- GCC, PROCUREMENT PHASE (Part-II, Section-B)</b>				
<b>SN</b>	<b>Clause No. &amp; Page No.</b>	<b>Tender Condition</b>	<b>Tenderer’s Queries</b>	<b>Clarification by DFCCIL</b>




1	15_GCC Page 39 of 211	sum at the rate of 1/2 percent (half percent) of the value of any Machines/goods/stores which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the Machines/goods/stores may not be ready for delivery, subject to limit of 10% of the whole contract value.	Please clarify to avoid any ambiguity i.e. max. LD is to be 10% of the Contract Value of the delayed goods i.e. delayed machine price.  The aforesaid is also clarified in IRS Condition of Contract Clause 0702 (a) which states upper limit of recovery of liquidated damages will be <b>10% of value of delayed supplies.</b>	The item 15 of GCC for delivery and Commissioning phase will be modified as under:  "In the event of the contractor's failure to have Machines/goods/stores ready for delivery and Commissioning by the time or times respectively specified in the letter of acceptance or contract, the DFCCIL may withhold any payment until the whole of the Machines/goods/stores have been fully supplied and delivered and may deduct or recover from the contractor as liquidated damages ( and not by way of penalty) a sum at the rate of 1/2 percent (half percent) of the value of any Machines/goods/stores which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the Machines/goods/stores may not be ready for delivery, subject to limit of 10% of the <b>contract value of the item No.1 of SOR.</b> Provided, however, that if the delay shall have arisen from any cause which the DFCCIL may admit as reasonable ground for further time, the DFCCIL may at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid."
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PRE-BID QUERIES- SCC, PROCUREMENT PHASE (Part-II, Section-C)				
SN	Clause No. & Page No.	Tender Condition	Tenderer's Queries	Clarification by DFCCIL
1	14_SCC Page 51 of 211	<b>Mobilization Advance –</b> This shall be limited to the accepted rate of item No. 1 of SOR for 1 Machine and shall be paid in 4 stages:  <b>Stage 1–</b> 0.25 times the accepted rate of item No. 1 of SOR for 1 machine on signing of the contract agreement. <b>Stage 2 –</b> 0.25 times the accepted rate of item No. 1 of SOR for 1 machine after 3 months of 1st stage	Such type of mobilization advance is applicable to turnkey kind of projects. Hence kindly delete this clause and please consider/ modify the clause requirement as below:  <b>(i) 90% payment on proof of inspection/WTC and dispatch documents. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of dispatch</b>	Not agreed. The payment terms for Delivery and Commissioning of Machines are laid down in clause No 11 of ITB.




		<p><b>Stage 3</b> – 0.25 times the accepted rate of item No. 1 of SOR for 1 machine on delivery of 1st Machine and complete recovery of 1st stage advance.</p> <p><b>Stage 4</b> – 0.25 times the accepted rate of item No. 1 of SOR for 1 machine on delivery of 2nd Machine and complete recovery of 2nd stage advance.</p> <p>These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).</p>	<p><b>for the purpose of payment. For rail dispatch, clear and unqualified RR/ PWB may be considered as the proof of dispatch.</b></p> <p><b>(ii) Balance 10% payment within 90 days of satisfactory commissioning of the machines in India and completion of proving test in which the performance of the equipment would have been demonstrated by the supplier after its commissioning at ultimate destination and on furnishing a Bank Guarantee as per Annexure-8 fully indemnifying the Purchaser against all losses incurred by the Purchaser due to contractor's default during the guarantee period stipulated in the Warranty Clause.</b></p>	
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<b>PRE-BID QUERIES- TECHNICAL SPECIFICATION (Part-III, Section-D)</b>				
<b>SN</b>	<b>Clause No. &amp; Page No.</b>	<b>Tender Condition</b>	<b>Tenderer's Queries</b>	<b>Clarification by DFCCIL</b>
1	2.14_TS Page 56 of 211	During transfer from one station to another, it shall be capable of travelling on its own at speed of 80 kmph and a speed of 100 kmph when hauled in a train formation as last vehicle. Since the machine is likely to cover long distances on its own power, the travel drive system shall be robust to sustain these requirements during the life of the machine. The machine should be capable of hauling an 8-wheeler coach/Wagon (90 ton approximately) at the specified speed above and as specified in clause 2.12.	It is understood by this clause, that machine shall be capable of hauling 8-wheeler coach/wagon (90 ton approximately) at speed of 80 kmph. Our kind submission is that, please reduce this hauling speed to 50 Kmph as machine will not be capable to haul 90-ton load on the same speed at which it is capable of travelling.	The item 2.14 Technical Specifications will be modified as under:  "During transfer from one station to another, it shall be capable of travelling on its own at speed of 80 kmph and a speed of 100 kmph when hauled in a train formation as last vehicle. Since the machine is likely to cover long distances on its own power, the travel drive system shall be robust to sustain these requirements during the life of the machine. The machine should be capable of hauling an 8-wheeler coach/Wagon (90 ton approximately) at the <b>60 Kmph speed</b> and as specified in clause 2.12"




2	3.5_TS Page 57 of 211	..... Machine shall also be able to do lining and lifting without towering of any one or both tamping units.	Suggested Changes.... ..... Machine shall also be able to do lining and lifting without <b>lowering</b> of any one or both tamping units.	The item 3.5 Technical Specifications will be modified as under:  "The free length between the two bogies shall be long enough to permit the track lifting and lining up-to 150 mm in one go, with 60 kg rails on concrete sleepers, without excessive stresses in the rail or on the lifting mechanism. Machine shall also be able to do lining and lifting without <b>lowering</b> of any one or both tamping units."
3	3.10_TS	The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in an hour of working. While tamping turnouts, it shall be capable of tamping one 1 in 12 turnouts on PSC sleeper, complete with 10 sleepers on plain portion on the approaches of the turnouts in an hour of working at the following tamping parameters:  a) Minimum Squeezing time of 0.8 sec. b) Minimum Squeezing pressure of 125 kg/cm <sup>2</sup> c) Tamping depth upper edge of tool blade shall be 15-20 mm below the bottom of the sleeper.	The specification indicates that the introduced machine will be able to tamp all four rails of the switch up to the back of the crossing. It is also known that the switch structure of DFCCIL is also different and longer than the switch structure of railways. Taking all these technical aspects into account, it is recommended that no single tie tamping machine shall be capable of tamping a 1 in 12 turnouts of more than 42-meter length on PSC sleeper complete with 10 sleepers on plain portion on the approaches of the turnouts in an hour of working.  Hence it is our kind submission to please relax above desired time duration for earnest participation of bidders.	The item 3.10 Technical Specifications will be modified as under:  "The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in an hour of working. While tamping turnouts, it shall be capable of tamping one 1 in 12 turnouts on PSC sleeper, complete with 10 sleepers on plain portion on the approaches of the turnouts in an 1.5 hour of working at the following tamping parameters:  a) Minimum Squeezing time of 0.8 sec. b) Minimum Squeezing pressure of 125 kg/cm <sup>2</sup> c) Tamping depth upper edge of tool blade shall be 15-20 mm below the bottom of the sleeper."
4	3.21_TS Page 59 of 211	To monitor the working of machines, closely from anywhere in the country from any location, suitable number of IP based cameras are to be installed. The camera shall be fixed on machine at such location that the live video of the important working units of machine which are working on track, location of worksite and post-work	IP based cameras will not work in remote areas and are also not necessary as all working parameters and the status of machine can be seen in the system prescribed under 3.23. The usage of such systems will only increase unnecessary costs and subsequently also increase running costs for Railways as the SIM card costs for internet will go up	Not agreed.






		track can be seen by the authorized person with commonly used browsers in India over the internet. Camera shall be password protected and be decentralized, IP based. It shall have recording function built-in and thus can record directly to any standard storage media, such as SD cards. Internal memory space of 500 GB shall also be available.	significantly. We are requesting to delete this clause.	
5	3.23_TS Page 58 of 211	The machine should be equipped with a centralized computer-based control and monitoring system which shall monitor the health of machine working system such as engine (lubricant oil pressure, temperature, rpm with engine running hours etc.), hydraulics (hydraulic pressure in different units, temperature, oil level in tank etc), pneumatic (pressure of different units), electrical (charging/discharging rate, voltage etc.). There shall be provision of recording and logging of machine working hours and such gauge shall also be displayed on the monitor of the computer installed in operator cabin. All these data should be displayed on a monitor installed in working cabin and there shall be facility to store these data for 100 engine running hours. Minimum storage of 500 GB shall be available for this purpose. Arrangement for providing 4G/5G internet connection for sending data in soft format directly from the computer shall also be available for storage of recorded data. It should also have facility to interface with Human Machine Interference (HMI)/Display and	The parameter list as such is not defined to 100%. If some of them are fixed and the word "etc" is mentioned, there is room for ambiguity and unwanted discussions. The total list has to be defined in advance and make part of the technical description. We also assume that the technical solution shall be used as a fleet management tool and to provide MIS for the operation team to understand the maintenance condition, to monitor the performance of each machine with deviations becoming visible in RED. The Dashboard shall ensure a comprehensive view of whole fleet and highlights machines requiring attention. These whole data shall be stored in a cloud based software interlinked with TMS , the linking to be done by DFCCIL. The machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The Software shall be made available for 10 year incl. all required maintenance	The specifications provided in tender is same as of RDSO. So, no change will be in existing provisions.




		various other sensors. The data transfer unit should be compatible with the Track Management System (TMS) of DFCCIL.	activities and updates. The SIM to be provided by DFCCIL on FOC base to manufacturer of the machine before inspection so that commissioning of machine is not hampered. Request to modify the clause accordingly for clarity.	
6	3.25_TS Page 60 of 211	The machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The data transfer unit shall be compatible with the Track Management System (TMS) of DFCCIL.	The parameter list as such is not defined to 100%. There is room for ambiguity and unwanted discussions. The total list has to be defined in advance and make part of the technical description. We also assume that the technical solution shall be used as a fleet management tool and to provide MIS for the operation team to understand the maintenance condition, to monitor the performance of each machine with deviations becoming visible in RED. The Dashboard shall ensure a comprehensive view of whole fleet and highlights machines requiring attention. These whole data shall be stored in a cloud based software interlinked with TMS, the linking to be done by DFCCIL. The machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The Software shall be made available for 10 year incl. all required maintenance activities and updates. The SIM to be provided by DFCCIL on FOC base to manufacturer of the machine before inspection so that commissioning of	The clause 3.25 of Technical Specifications will be modified as under:  <b>“For fleet management and to provide MIS for the operation team to understand the maintenance condition, to monitor the performance of machine a Dashboard system is needed to monitor a comprehensive view of whole fleet and highlights machine parameters requiring attention and on deviated parameter shall become red on dashboard. For the same machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The data transfer unit shall be compatible with the Track Management System (TMS) of DFCCIL”.</b>

			machine is not hampered. Request to modify the clause accordingly for clarity.	
7	3.30_TS Page 61 of 211	Tamping tools provided with machine shall be wear resistant Carbide tips with min life of 7 lakh insertion.	Life of 7 lakh insertion of wear resistant carbide tips tool is too long Furthermore, it is also deviating from referred Original RDSO Spec no. TM/HM/UNI/380 Rev. 02 of 2020. Hence it is requested to please amend this clause as Original RDSO Spec.	The clause 3.30 of Technical Specifications will be modified as under:  <b>"Tamping tools provided with machine shall be wear resistant/carbide tips."</b>
8	4.11_TS Page 62 of 211	In order to adhere to pollution control norms, the diesel engine shall be electronically controlled emmissionized engine with minimum compliance of tier BS-VI/Euro 6 standard	As per current market potential, heavy duty BS-VI/Euro 6 standard is not in trend in India. Furthermore, it is also deviating from referred Original RDSO Spec no. TM/HM/UNI/380 Rev. 02 of 2020. Hence it is requested to please amend this clause as per Original RDSO Spec.  Please consider/ modify the clause requirement as below:  <b>In order to adhere to pollution control norms, the diesel engine shall be electronically controlled emmissionized engine with minimum compliance of tier 2 stage/UIC-II/BS-II standard.</b>	The clause 4.11 of Technical Specifications will be modified as under:  "In order to adhere to pollution control norms, the diesel engine shall be electronically controlled emmissionized engine with minimum compliance of tier 2 stage/UIC-II/BS-II standard."
9	13.10_TS Page 66 of 211	For prevention of fire in the machine suitable materials shall be used for construction of interiors as well as exteriors of the cabin and for machine components. Proper design layout, protective device and prevention measures for outbreak of fire shall be ensured. For fire prevention "Code of Practice for Prevention of Fires on DMUs" conforming document no. CMI-K	These systems are only required for passenger trains with more people exposed to fire safety. This is not the case in Track machines as very limited people are on the machine and easy escape out of the cabins is ensured. This Clause is not in any other technical specification for track machines and should be deleted.	Not agreed

		402(Rev-1) with latest amendments shall be suitably followed as guidelines.		
10	15.1_TS Page 67 of 211	The expected life of the components/spare parts shall be advised along with their condemning limits. The spare parts required shall be detailed in a separate list indicating description, part no., quantity and weather imported or indigenous.	Kindly clarify about expected life, whether it is shelf life of parts or is the warranty period of parts. Also please differentiate between expected life and condemning limit of components/spare parts.  Expected Life besides on months, is directly proportional to usage, operations, maintenance etc. An expected life based on O&M manual conditions may be provided. Please clarify.	The clause 15.1 of Technical Specifications will be modified as under:  "The expected life ( <b>in terms of age/engine running Hrs/No. of Insertions</b> ) of the components/spare parts shall be advised along with their condemning limits. The spare parts required shall be detailed in a separate list indicating description, part no., quantity and weather imported or indigenous."
11	21.1_TS Page 69 of 211	The contractor shall impart professional training to Personnel in various aspects of operation, maintenance and management of the machine, planning and designing tamping program, inspection, monitoring, quality control and review as per the brief scope defined in <b>Annexure-TS10</b> .	Planning and designing tamping program are not part of the training program. Furthermore, it is also deviating from referred Original RDSO Spec no. TM/HM/UNI/380 Rev. 02 of 2020. Hence it is requested to please amend this clause as per Original RDSO Spec. because in case any update by RDSO, it will arise contradiction.	The clause 21.1 of Technical Specifications will be modified as under:  "The contractor shall impart professional training to Personnel in various aspects of operation, maintenance, <b>testing of machine and about design mode tamping, various quality control measures related to O &amp; M of machine and increasing the retentivity of tamping for longer period</b> as per the brief scope defined in <b>Annexure-TS10</b> ."
12	21.2_TS Page 69 of 211	The Bidder will submit detailed program covering scope and coverage in detail, place and manner in which the training will be imparted so that a satisfactory level of knowledge and skill is developed by DFCCIL Personnel for satisfactory implementation of grinding program.	It is requested to please clarify the about the grinding program mentioned.  Furthermore, it is also deviating from referred Original RDSO Spec no. TM/HM/UNI/380 Rev. 02 of 2020. Hence it is requested to please amend this clause as per Original RDSO Spec. because in case any update by RDSO, it will arise contradiction.	The clause 21.2 of Technical Specifications will be modified as under:  "The Bidder will submit detailed program covering scope and coverage in detail, place and manner in which the training will be imparted so that a satisfactory level of knowledge and skill is developed by DFCCIL Personnel for satisfactory <b>doing tamping activity and also O&amp;M of machine</b> ."
13	23_TS	SPEED CERTIFICATE	DFCCIL being a Railway entity is well familiar about internal process to get the	The clause 23 of Technical Specifications will be modified as under:

	<p>Page 71 of 211</p>	<p>Contractor has to arrange Provisional/Final speed certificate for machines from RDSO at his own cost and time. On this account no extension of time shall be granted without LD.</p>	<p>necessary certification i.e speed certificate and CRS inspection certificate. Hence our kind submission is that all these should be in the scope of DFCCIL. However, supplier shall provide required documents, drawings etc. for RDSO speed certifications of supplied track machines on DFCCIL including CRS sanction prior to operationalization of the supplied track machines.</p>	<p><b>SPEED CERTIFICATE</b></p> <p>23.1 <b>“Provisional Speed Certificate:</b> Whenever a new rolling stock is introduced in DFCCIL, a provisional speed certificate is issued by RDSO of Indian Railways based at Lucknow, based on certain design parameters of the machine. Final speed certificate of the machine is given after conducting detailed oscillation trial of the machine, which is a time taking process. Therefore, issue of provisional speed certificate for the machine becomes a necessity and based on the same, the approval of running of the machine on DFCCIL track is taken from <b>CCRS/MD(DFCCIL)</b>.</p> <p>For issue of provisional speed certificate, the following actions are required to be taken by the contractors:</p> <p><b>a) Current suppliers, whose models are approved:</b> The contractor shall give details of the model, year of introduction in Indian Railways, details of speed certificate issued etc. The supplier shall certify that no change has taken place in the model being offered with respect to design of under frame i.e. suspension system/arrangement, wheel &amp; axle assembly, bogie, braking arrangement, loading pattern of the machine etc. and the distribution of axle loads, lateral forces, un-sprung mass and braking force coming on rails is the same. If, there is any change in above respect, the action shall be taken as detailed in para (b) below:</p> <p><b>b) Current suppliers, whose models are not approved/or new:</b> As soon as the contractor</p>
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completes the design of the machine as per specifications, the technical details as per **Annexure (TS8A and TS8B)** which in no case shall be more than six months from signing of contract, shall be supplied to DFCCIL, for processing of provisional speed certificate for the machine so that it can be permitted to move on track on case-to case basis. More technical details (other than mentioned in **Annexure (TS8A and TS8B)** can also be asked for issue of provisional speed certificate for the machine. The firm will also submit the technical details as per pro-forma placed at **Annexure-TS2** for track vehicle dynamic simulation. The contractor shall submit the track vehicle simulation report.

c) New suppliers, whose models are new: The technical details shall be supplied as detailed in clause (b) above.

**FINAL SPEED CERTIFICATE:** Final speed certificate of the machine is given after conducting detailed oscillation trials of the machine. For this purpose, DFCCIL shall conduct running speed tests on the DFCCIL main line track on one of the machines supplied to them preferably with in warranty, in accordance with procedure outlined in Annexure-TS9 with the machine running up-to speed 10% higher than the maximum speed mentioned in clause 2.14 above.”

PRE-BID QUERIES- SCC (O&M) (Part-IV, Section-F)				
SN	Clause No. & Page No.	Tender Condition	Tenderer's Queries	Clarification by DFCCIL
1	1.1_SCC_ O&M  Page 110 of 211	The Scope includes operation and maintenance work of machine be outsourced for a period of Twelve years after commissioning of machines. The period of 144 months shall be counted from date of commissioning of each machine.	It is understood that Track Machine being a very specialized sector requires experienced personnel for operations even during the commissioning period and it is not possible for DFCCIL to recruit/deploy experienced personnel for such a short period only. Please clarify the scope of obligations during the commissioning period of the machine.	A new clause numbered 15.0 in SCC during Delivery and Commissioning phase will be added as under:  15.0 <b>"All expenditure (except cost of HSD) related to operation and Maintenance of machine (including manpower) required during Commissioning period of individual Machines are included in scope of SOR item No.1."</b>
2	1.5_SCC_ O&M  Page 111 of 211	(a) Contractor's obligations:  iii) Ensuring availability of Track machine for tamping for 25 days in month. The time consumed in Maintaining the machine as per 1000 Hrs, IOH and POH will be considered as availability for purpose of counting 25 days.	Any kind of schedule maintenance mentioned in maintenance manual as well as in latest IRTMM are integral parts of operation and maintenance and it shall not be excluded from availability of machine except daily maintenance. Hence it is requested to kindly amend this clause.  Please consider/ modify the clause requirement as below:  <b>Ensuring availability of Track machine for tamping for 25 days in month. The time consumed in Maintaining the machine as per weekly, 50 Hrs, 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH and POH will be considered as availability for purpose of counting 25 days.</b>	The clause 1.5 (a) iii) of SCC O & M phase will be modified as under:  "Ensuring availability of Track machine for tamping for 25 days in month. The time consumed in Maintaining the machine as per 1000 Hrs, IOH and POH <b>schedules</b> will be considered as availability for purpose of counting 25 days."

3	1.6.7_SCC_ O&M  Page 114 of 211	The Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the Machine from anti-social during working and stabling of machine in DFCCIL yard from time to time. Contractor has to ensure 24X7 safety and security of machines during complete O & M phase.	Clause of hypothecation by DFCCIL will provide security to the machine fleet. General security of the fleet will be in the contractor's scope, however since the machines will be working on remote location, locations prone to disruptions by third parties & unsocial elements –foreseeable risk to the contractor's machine & equipment is a likely event. In order to mitigate such kind of risk, it is requested that the machines being used for DFCCIL work to be hypothecated by DFCCIL, which in-turn also gives leverage to the DFCCIL for overall management of the contract and safeguarding the assets.	The clause 1.6.7 of SCC O & M phase will be modified as under:  <i>1.6.7 "The Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the Machine from anti-social during working and stabling of machine in DFCCIL yard from time to time. Contractor has to ensure 24X7 safety and security of machines during complete O &amp; M phase. <b>If, contractor have procured any insurance for safety and security of Machines, then it will be reimbursed to contractor on actual cost basis for which contractor has to submit the Machine insurance invoice copy."</b></i>
4	1.6.10_SCC_ O&M  Page 114 of 211	All tools and plants, drawings, manuals which are supplied by the DFCCIL are to be handed over back in good condition after expiry of the contract period to authorized DFCCIL unit.	It is never possible to handover back each and everything to DFCCIL in good condition after completion of 12 years of contract. So it is requested to please amend/delete this clause as every items has its own shelf life and it also dissipates as the time passes.	The clause 1.6.10 of SCC O & M phase will be modified as under:  <b>"The machine in good working condition without over due schedule of 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH and POH shall be handed over back to DFCCIL after expiry of the contract period, otherwise cost of over due schedule will be recovered from payment due to Contractor."</b>
5	1.6.16_SCC_ O&M	One 4-wheeler vehicle in good condition with proper road permit and insurance (Safari/ Scorpio or similar) for transporting men and material required for day to day working will be provided by contractor during O & M period for use by O & M crew and DFCCIL Inspectors (on machine) without any extra payment.	Kindly clarify that who shall be responsible to bear fuel cost 4-wheeler vehicle.	The clause 1.6.16 of SCC O & M phase will be modified as under:  <b>"One 4-wheeler vehicle in good condition with proper road permit and insurance (Safari/ Scorpio or similar) for transporting men and material required for day to day working will be provided by contractor during O &amp; M period for use by O &amp; M crew (on machine) without any extra payment. <b>The cost of fuel required for 4 wheeler has to be borne by contractor himself."</b></b>

6	1.7.1_SCC_ O&M  Page 115 of 211	All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning.	As repair of underframe and wheel frame required permanent setup of pit and wheel lathe respectively, these are not possible for supplier/contractor to arrange these permanent setups only for four machines. So, it is requested to please incorporate all these obligations in the scope of DFCCIL.	The clause 1.7.1 of SCC O & M phase will be modified as under:  "All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning. <b>In case this contractor request DFCCIL to arrange the same from IR, then if possible for DFC it will be arranged by DFCCIL on the cost of contractor. The Pit facility will be provided by DFCCIL free of cost at New Dadri or any other station of DFC.</b> "
7	1.7.3_SCC_ O&M  Page 115 of 211	Daily maintenance will be done before start of Machine operations. Other schedule maintenance (weekly, 50 Hrs, 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH (2000 Hrs) and POH are to be performed at appropriate time intervals in the balance time available after offering the machine for operational activities. 8 Hrs working time does not include time required daily routine maintenance activities.	It is well known that except daily schedule maintenance all other maintenance mentioned like IOH, POH is not possible to perform in balance time available after offering the machine. Hence, it is requested to kindly delete this clause.	The clause 1.7.3 of SCC O & M phase will be modified as under:  "Daily maintenance will be done before start of Machine operations. <b>The weekly, 50 Hrs, 100 Hrs, 200/250 Hrs Schedule maintenance</b> are to be performed at appropriate time intervals in the balance time available after offering the machine for operational activities. 8 Hrs working time does not include time required daily routine maintenance activities."
8	1.7.9_SCC_ O&M  Page 116 of 211	Contractors is allowed to use existing infrastructure including pit at DFCCIL Track Machine Maintenance Depots facility free of cost, if available.	It is our kind submission that availability of pit shall ensure by DFCCIL free of cost by any means.	The clause 1.7.9 of SCC O & M phase will be modified as under:  "Contractors is allowed to use Track Machine Maintenance infrastructure available at free of cost, if available and free when contractor needs the same."
9	1.8.4_SCC_ O&M  Page 116 of 211	The contractor shall complete a standard daily report accurately depicting operational times, delays, reasons for 'NO work', machine availability, progress achieved by each track machine and track labour. DFCCIL representatives will also sign this report on a daily basis. In case of difference of opinion, he will write his observations on the daily report	It is our kind submission to please define the acceptance criteria of output delivered by machine to avoid any dispute during currency of contract.	The clause 1.8.4 of SCC O & M phase will be modified as under:  "The contractor shall <b>compile and submit</b> a standard daily report accurately depicting operational <b>timings</b> , delays, reasons for 'NO work', machine availability, progress achieved by each track machine <b>and maintenance input given to</b>



		submitted by the contractor for his signature. The signed joint daily report shall be the basis for invoicing and shall constitute DFCCIL's acceptance of day-to-day work apart from the completion of scheduled maintenance in timely manner. Daily progress and history shall be mailed to the nominated DFCCIL official/s along with weekly and monthly progress reports in the prescribed format.		<b>machine</b> . DFCCIL representatives will also sign this report on a daily basis. In case of difference of opinion, he will write his observations on the daily report submitted by the contractor for his signature. The signed joint daily report shall be the basis for invoicing and shall constitute DFCCIL's acceptance of day-to-day work apart from the completion of scheduled maintenance in timely manner. Daily progress and history shall be mailed to the nominated DFCCIL official/s along with weekly and monthly progress reports in the prescribed format. The output during actual tamping timing shall not be less than 90%( individual block) and 95% (on monthly average) of rated output indicated by OEM of Machine."
10	1.10_SCC_ O&M  Page 117 of 211	CONSUMPTION OF HSD OIL BY MACHNIE HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than 2.5% w.r.t. rated HSD requirement per hours.	Consumption of HSD oil always depends on machine idle, working and running time as well as machine rpm. Hence it is not possible to figure out that consumption of HSD is more or less than 2.5% w.r.t. rated HSD requirement per hour. So, it is requested to please delete this clause. Kindly consider that opening and closing of HSD shall jointly signed by DFCCIL engineer and contractor's supervisor on daily basis for the purpose of recording consumption of HSD.	The clause 1.10 of SCC O & M phase will be modified as under:  "HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than <b>5% (individual day) and 2.5% (on monthly average) of rated HSD requirement per hours by OEM. If this limits shoots, then contractor has to do engine overhaling even if not due as per schedule in order to bring the HSD consumption with prescribed limits mentioned above in this clause."</b>
11	1.15.1_SCC _O&M  Page 119 of 211	For overall supervision, control and management of track machines and work, contractor shall deploy one qualified graduate engineer having Degree in Civil engineering/Mechanical/Electrical/Industrial engineering along with overall working	For overall supervision, control and management of track machines and work, contractor shall deploy one qualified graduate engineer having Degree in Civil engineering/Mechanical/Electrical/In	The clause 1.15.1 of SCC O & M phase will be modified as under:  "For overall supervision, control and management of <b>all 4 track machines and contract</b> , contractor shall deploy one qualified graduate engineer having



		experience of 3 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month ( for part of month- on prorata basis) per supervisor duly updated for PVC applicable for item No. 2/4 of SOR as per item No. 9.7.3 of ITB or part thereof will be imposed. Dy.CPM/DFCCIL is also empowered to stop the work with associated penalties under situation of shortage of qualified track supervisor/s.	dustrial engineering along with overall working experience of 3 years is contradictory to <b>clause 1.5 of SCC/O&amp;M</b> which already demands 01 supervisor for each machine. Kindly clarify.	Degree in Civil engineering/Mechanical/Electrical/Industrial engineering along with overall working experience of 3 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month ( for part of month- on prorata basis) per supervisor duly updated for PVC applicable for item No. 2/4 of SOR as per item No. 9.7.3 of ITB or part thereof will be imposed. Dy.CPM/DFCCIL is also empowered to stop the work with associated penalties under situation of shortage of qualified track supervisor/s.”
12	1.20_SCC_ O&M  Page 121 of 211	<b>Siding</b> Only siding track for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. The arrangements for security shall be made by the Contractor at his own expenses. Water supply arrangements may be made by contractor at his own cost and if connection will be provided by DFCCIL a lump sum charge of Rs. 5,000/- will be taken per month. The electricity charges as per actual meter readings as per applicable rates of State Electricity Board will be borne and paid by contractor in case DFCCIL power is being utilized.	Charges of Rs 5000/- is too high, so our kind submission is that please amend this clause. Please consider/ modify the clause requirement as below:  <b>The siding for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. Water supply connection will be provided by DFCCIL, at lump sum charge of Rs. 1,000/-per month. Metered electricity connection will be provided by DFCCIL, and electricity charges as per applicable rates of State Electricity Board will be borne and paid by contractor.</b>	The clause 1.20 of SCC O & M phase will be modified as under:  “Only siding track for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. The arrangements for security shall be made by the Contractor at his own expenses. Water supply arrangements may be made by contractor at his own cost and if connection will be provided by DFCCIL a lump sum charge of Rs. 1,000/- will be taken per month. The electricity charges as per actual meter readings as per applicable rates of State Electricity Board will be borne and paid by contractor in case DFCCIL power is being utilized.”
13	1.21_SCC_ O&M  Page 121 of 211	<b>Storage for spare parts:</b> Contractor should make his own arrangements for storage of spare parts, materials etc. at his own cost. A open space of size 250 sqft (approx.) will be	Spare parts and material involve a major part of contract cost and are very important for efficient, effective, and timely operation and maintenance of machines. Keeping	The clause 1.21 of SCC O & M phase will be modified as under:  “ <b>Storage for spare parts:</b> Contractor should make his own arrangements for transportation and

		provided for storage of spares at nearest IMD/IMSD free of cost.	these aspects, it is requested to DFCCIL to provide sufficient covered space free of cost for storage of spare parts and materials.	adequate storage of spare parts, materials etc. at his own cost."
14	1.22.1_SCC _O&M  Page 121 of 211	<b>Accommodation of staff:</b> Accommodation of the staff shall be arranged by the Contractor at his own cost. Contractor may purchase and provide camp coaches with bio-toilets as per RDSO drawing no RDSO/TM/01/11 for accommodation of staff. Such camp coaches, will be stabled in the track machine siding/any other siding in same yard, for which no charge will be levied by DFCCIL. Contractor will also maintain and keep the camp coaches track worthy as per Railway rules.	It is our kind submission to please incorporate provision of camping coaches in the scope of DFCCIL and amend the exiting clause. For the bidder it seems difficult and challenging to arrange a camping coach for the purpose of private use. In this context, finally, DFCCIL is going to be benefited if the coach is arranging on his account as manpower will be available 24x7 with machine to overcome any hazardous condition. Please consider/ modify the clause requirement as below:  <b>For accommodation of the contractor's machine staff, DFCCIL shall provide refurbished camp coaches with bio-toilets &amp; generator as per RDSO drawing no RDSO/TM/01/11 for accommodation of staff. Such camp coaches will be stabled in the track machine siding/any other siding in same yard, for which no charge will be levied by Railways. Contractor will also maintain and keep the camp coaches track worthy as per railway rules. He is also permitted to improve the furnishings in the camp coaches. IOH/POH of the camping coaches will be done by Railway free of</b>	Not agreed.

			<b>cost. Charges for providing electricity, water, fuel, consumables etc. shall be borne by contractor.</b>	
15	1.26.1_SCC _O&M  Page 122 of 211	..... the contractor shall provide flagman or look out men for protection of such persons.....	This is contradiction to clause 1.17 of SCC/O&M which already says that <b>"Necessary safety staff/look out men/hand signal men/hooter men etc. will be provided by the DFCCIL"</b> itself.	No change is required. The provision in clause 1.17 is for block working and present clause is for non-block working.
16	1.29.1_SCC _O&M  Page 123 of 211	In case contractor is shifting machine for IOH, all transit expenses are to be borne by contractor including cost of HSD. The time taken for shifting of machine for IOH/POH on DFCCIL/IR network will be considered as free time.	Machine working location is always subject to DFCCIL instruction and scope of work. It is not possible to assume distance for the purpose of HSD consumption from workshop where IOH/POH being conducted. Hence it is requested that in case contractor is shifting machine for IOH, all transit expenses are to be born by contractor excluding cost of HSD.	Not agreed.
17	1.29.2_SCC _O&M  Page 123 of 211	In case DFCCIL is shifting machine form one section to other section of DFCCIL, all transit expenses are to be borne by DFCCIL. The time taken for shifting of machine will be considered as free time.	It is understood that the time taken for shifting of machine from one section to another section is completely dependent on track clearance arranged by DFCCIL. Hence it shall be considered as availability for the purpose of counting 25 days rather than considering free time.	The clause 1.28.2 of SCC O & M phase will be modified as under:  "In case DFCCIL is shifting machine from one section to other section of DFCCIL, all transit expenses are to be born by DFCCIL. The days taken for shifting of machine will be considered as <b>availability for the purpose of counting 25 days.</b> "
18	1.30.3_SCC _O&M  Page 124 of 211	During the period of Warranty the Contractor shall be liable for the replacement of any part at site, of any parts supplied by the Contractor which may be found defective of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that	We request DFCCIL to remove this clause as the warranty conditions are already mentioned in the technical specification of the machine.	The complete existing clause 1.30 of SCC O & M phase is proposed for deletion and new clause will be as under:  <b>"Since the DFCCIL is paying the material cost vide item No. 3/5 on lumpsum basis, so the Defect liability clause will not be applicable</b>

	such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected faulty/not as per specifications during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.		<b>beyond 2 years of commissioning subjected to clause No. 1.6.10 of SCC O &amp; M phase."</b>
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SN	Clause No. & Page No.	Tender Condition	Tenderer's Queries	Clarification by DFCCIL
<b>B</b>	<b>Issues raised by M/s SRB International Pvt Limited through Letter No. SRB/DFCC/FEB/PCTM/01/2024 Dated 20.02.2024</b>			
1	Page No.6 of 211  Clause No. 1.0 (C) Point (ix) of SOR	Even in case of fully imported offer for any item, the bidder has to quote Lump-sum Ex-works price (in DFCCIL premises)	Kindly clarify the clause and notify the place of supply as in case of Indian /foreign supplies we shall provide the system to the nearest railway siding of IR. The transportation cost to the desired location shall be borne by DFCCIL.  We request you to mention the FOR station of dispatch.	The referred clause is Clause No. 1.0 (C) Point (x) of SOR. The same will be modified as under:  " Even in case of fully imported offer for any item, the bidder has to quote Lump-sum Ex-works price ( <b>at New Sardhana Yard of DFCCIL under CGM/Ajmer</b> )"
2	Page No 8 of 211 Clause 2.0 of SOR	In case of delay in the supply and commissioning of machine, recovery of Liquidated Damage (LO) shall be levied @ ½% of price of the machine, per week or part Of the week during which commissioning is accepted subject to the upper	We would like to request you to levy the penalty on the delay in supply not on the whole contract.  Further please clarify whether the LD clause mentioned in SOR or LD clause mentioned in SCC whichever shall be considered	The clause 2.0 of SOR will be modified as under:  " <b>Delivery/Commissioning Schedule:</b> All the 4 Machines i.e. PCTM shall be delivered and commissioned on DFC network as per Annexure - T9 within 24 months from the date of issue of Letter of Acceptance (LoA) for this tender. In case of delay in the supply and commissioning of machine, recovery of Liquidated Damage (LD) shall be levied @ ½% of price




		limit of 10% of the value of the contract, irrespective of the delays		<i>of the <b>delayed</b> machine, per week or part of the week during which commissioning is accepted subject to the upper limit of 10% of the <b>contract value of the item No.1 of SOR, irrespective of the delays</b> ”.</i>
3	Page no 10 of 211  Clause no 3.1 of SOR	The specifications laid in Section-D of this RFP, is as per ROSO specification No. TM/HM/UNI/380 Rev.02 of 2020. If in case, specifications are updated by ROSO before date of tender opening then the updated specifications as on one month prior to tender opening date shall be followed.	We request yourself that one month prior notification will not be enough for such a big contract .We request you to amend as we shall follow the current RDSO specifications or the specifications finalized by DFCC. As the machines are customized and specialized so any changes from RDSO shall be complied by DFCCIL and we request DFCCIL to issue a corrigendum ageing to the change in any specifications from RDSO.  Further we would request that the time limit for the contractor shall be three months from the date of change in specifications as one month time will not be enough to meet the desired changes	
4	Page 25 of 211  Clause no 4.1B of Eligibility Criteria.	The Bidder must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: I. Three similar works each costing not less than the amount equal to 15% of advertised value of the tender, OR II. Two similar works each costing not less than the	Please be noted that allotted work scope is highly technical, customised and specific skilled approach is required to meet the DFCCIL requirement so we shall request you to amend the clause for similar work as:  <b>Supply, Installation, Testing, Commissioning of on Track Tamping Machine in railway sector in in railway sector in any country of the world.</b>  Or <b>Operation &amp; Maintenance of on Track Tamping Machine" in railway sector in any country of the world.</b>	Not agreed.






amount equal to 20% of advertised value of the tender, OR

III. One similar work each costing not less than the amount equal to 30% of advertised value of the tender.

Similar works: - The Similar nature of work is defined as under:

Mechanized Track Maintenance using On Track Machines anywhere in Railway Sector in any country of the world. OR

Operation and Maintenance of ON Track Machines anywhere in Railway Sector in any country of the world. OR

Mechanized Track laying by NTC/T28 and/or renewal of track by TRT/PQRS/T28 and/or Mechanized Track deep screening, shallow screening and/or through weld renewal by mobile flash butt welding plant anywhere in railway sector in any country of the world. OR

Any work of Supply of ON-Track tamping machine(s) and it's spares for laying/maintenance of track in

		railway sector in any country of the world		
5	Page No 25 of 211  Clause No 4.1C of Financial Eligibility Criteria	Financial Eligibility Criteria:  The Bidder must have minimum average annual contractual turnover of V/N crores. Where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.  The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous \three Financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual Turnover.	The scope of the work needs a financial stability of the firms to meet the timely execution of the work as per DFCCIL requirements.  We therefore request you to amend the clause as :  <b>The average annual contractual turnover shall be 150 % in the previous \three Financial years, as per the audited balance sheet</b>	Not agreed.
6	Page No. 42 of 211  Clause No. 17.1 of Performance Guarantee Bond	After a letter of acceptance is issued by the DFCCIL, the contractor shall furnish a Performance Guarantee Bond for an amount equivalent to <b>5% of the total value of the contract.</b>	We request you to kindly amend the same as 3 % of the total value of the contract.	Not agreed
7	Page No. 49 of 211	Contractor shall indemnify the DFCCIL <b>against all losses</b>	As per <b>Performance Guarantee Bond clause</b>	The clause 9.10 of SCC for Delivery and Commissioning phase will be modified as under




	Clause No. 9.10 of Warranty.	incurred by the DFCCIL due to contractors' default on the obligations stipulated in the warranty clause. Contractor shall furnished a <b>Bank Guarantee</b> in the proforma attached (Annexure T5B) from a scheduled bank in India for an amount equivalent to <b>10% of the value of the machine supplied</b> as stipulated in payment terms of the contract.	17.1 contractor shall furnish a Performance Guarantee bond of 5% of the whole contract value. Additional 10 % BG against losses will be an extra financial liability on the contractor. We request you to amend the same.	" The contractor shall indemnify DFCCIL against all losses incurred by the DFCCIL due to contractors' default on the obligations stipulated in the Warranty clause. Contractor shall furnish a Bank Guarantee in the proforma attached ( <b>Annexure-T5B</b> ) from a scheduled Bank in India for an amount equivalent to <b>5%</b> of the value of machines supplied, as stipulated in payment terms of this contract. The Warranty Guaranty Bond shall be valid till for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty Bond, the contractor on being called upon by the DFCCIL from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the DFCCIL at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion."
8	Page No. 50 of 211  Clause No. 10.1 of Delivery Schedule	The contractor shall supply machines in accordance with the delivery schedule indicated in the Annexure-T9 of tender document. Bidders offering deliveries beyond the cut of period are liable to be considered unresponsive. <b>Cut off period shall be shall be six months</b> after the last date of delivery of all the machines as prescribed in the schedule of requirements. For those who offer deliveries beyond the indicated delivery schedule a penalty worked out at 2% of the Bid price per month for the delayed period may be added to their price for the purpose of comparison of their	We request you to specify the cut off period in detail. Kindly clarify that the 2% penalty shall be applied on the delayed quantity of separate system or its 2% of the scheduled quantity.	This clause is not related to payment. It is related to evaluation of tender. Same will be applicable only for those machines for which delivery and commissioning schedule is differed wrt to Annexure-T9 by Bidders in their offer.  The Clause 10.1 of SCC for Delivery and Commissioning phase will be modified as under:  The contractor shall supply Machines in accordance with the delivery schedule indicated in the <b>Annexure-T9</b> of tender document. Bidders offering deliveries beyond the cut of period are liable to be considered unresponsive. Cut off period shall be 6 (six) months after the last date of delivery of all the machines as prescribed in the schedule of requirements. For those who offer deliveries beyond the indicated delivery schedule ( <b>for each machine whose delivery schedule offered is differing</b> ) a penalty




		bids, part of a month being taken as one month.		worked out at 2% of the Bid Price per month for the delayed period may be added to their price for the purpose of comparison of their bids, part of a month being taken as one month. <b>Same will be applicable only for those machines for which delivery and commissioning schedule is differed wrt to Annexure-T9 by Bidders in their offer.</b>
9	Page no 51 of 211  Clause no 14.0.of Mobilization Advance	<p><b>Mobilization Advance -</b> This shall be limited to the accepted rate of item No. 1 of SOR for 1 Machine and shall be paid in 4 stages:</p> <p><b>Stage 1-</b> 0.25 times the accepted rate of item No. 1 of SOR for 1 machine on signing of the contract agreement.</p> <p><b>Stage 2 -</b> 0.25 times the accepted rate of item No. 1 of SOR for 1 machine after 3 months of 1st stage.</p> <p><b>Stage 3 -</b> 0.25 times the accepted rate of item No. 1 of SOR for 1 machine on delivery of 1st Machine and complete recovery of 1st stage advance.</p> <p><b>Stage 4 -</b> 0.25 times the accepted rate of item No. 1 of SOR for 1 machine on delivery of 2nd Machine and complete recovery of 2nd stage advance.</p>	<p>We request to amend the clause as this is a big project and good amount of funds will be involved in this so we request to modify to release the mobilization advance in total as :</p> <p><b>Mobilization Advance 80 % against the proof of dispatch documents</b></p> <p><b>And rest 20 percent within three months of successful commissioning</b></p> <p>We request to amend the prescribed stages of the advance payments.</p> <p><b>As per Performance Guarantee Bond clause</b> 17.1 contractor is already furnishing 5 % of the total contract value. Additional 110% of PBG shall be a financial burden on us We request you to amend the clause or reduce it to the equivalent amount of the advance taken.</p> <p>Further interest on the advance is also there so we request you to consider our request.</p>	Not agreed.

		These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).	As the supplier will submit the BG covering the whole contract which already will compensate the requirement of BG	
10	Page 59 of 211  Clause 3.21 of Technical Specification for Heavy Duty On Track Tampers	To monitor the working of machines, closely from anywhere in the country from any location, suitable number of IP based cameras are to be installed. The camera shall be fixed on machine at such location that the live video of the important working units of machine which are working on track, location of worksite and post-work track can be seen by the authorized person with commonly used browsers in India over the internet. Camera shall be password protected and be decentralized, IP based. It shall have recording function built-in and thus can record directly to any standard storage media, such as SD cards. Internal memory space of 500 GB shall also be Available	Please appreciate that the above tender already involved financial stability .Provision of such cameras will be an additional cost on the contractor side.  We thus request you to amend the same	Not agreed.
11	Page 60 of 211  Clause no 3.25 of Technical Specification for Heavy Duty	The machine shall be equipped with GPS , GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human	Kindly specify the requirement.	The clause 3.25 of Technical Specifications will be modified as under:  <b><i>“For fleet management and to provide MIS for the operation team to understand the maintenance condition and to monitor the performance of machine, a Dashboard system is needed to monitor</i></b>



	On Track Tampers	Machine Interference (HMI)/Display and various other sensors. The data transfer unit shall be compatible with the Track Management System (TMS) of DFCCIL.		<b><i>a comprehensive view of whole fleet and highlights machine parameters requiring attention and on deviated parameter shall become red on dashboard. For the same machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The data transfer unit shall be compatible with the Track Management System (TMS) of DFCCIL."</i></b>
12	Page 69 of 211  Clause no 21.1 of Training and Services	The contractor shall impart professional training to Personnel in various aspects of operation, maintenance and management of the machine, planning and designing tamping program, inspection, monitoring, quality control and review as per the brief scope defined in Annexure-TS10.	Designing and the tamping program shall be difficult to arrange as this relates to the privacy of the design and technological aspects of each contractor.  We kindly request to amend the clause.	The clause 21.1 of Technical Specifications will be modified as under:  <b><i>"The contractor shall impart professional training to Personnel in various aspects of operation, maintenance, testing of machine and about design mode tamping, various quality control measures related to O &amp; M of machine and increasing the retentivity of tamping for longer period as per the brief scope defined in Annexure-TS10."</i></b>
13	Page No 73 of 211  Clause No. 22.5.2 (a) of Training and Services	The 8-etting up time and winding uptime shall be measured and the total time taken by the two operations of setting up and winding up of the machine together shall not exceed 10 minutes.	We think that there is a typo error and it should be " <b>setting up</b> " instead of " <b>8-etting up</b> ".	The clause 22.5.2(a) of Technical Specifications will be modified as under:  <b>Tamping output at the above general conditions of test:</b>  At the parameters specified in clause 3.10. The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in <b><u>1.5 hours</u></b> of working. While tamping the turnouts, it shall be capable of tamping one 1 in 12 turnout on PSC sleepers, complete with 10 sleepers on plain portion on the approaches of the turnouts in an hour of working. Stoppage of work not attributable to machine shall be discounted. The time shall be counted from actual time of the arrival of the machine at the worksite to actual departure time after completing the work. The <b><u>setting</u></b> up time and winding uptime shall be measured and the total time taken by the two operations

				<p>of setting up and winding up of the machine together shall not exceed 10 minutes.</p> <p>(i) <i>Lifting Capability:</i> Lifting of <b>track/Points</b> and crossing in non-tamping mode of 150 mm in one go.</p> <p>(ii) <i>Slewing Capability:</i> Slewing of track/points and crossing in non-tamping mode of +150 mm in one go.</p> <p><b>22.6</b> Should any modification be found necessary as a result of the test, the same shall be carried out by the contractor at his own expenses.</p>
14	<p>Page 71 of 211</p> <p>Clause no 23 of Speed Certificate.</p>	<p>Contractor has to arrange Provisional/Final speed certificate for machines from ROSO at his own cost and time. On this account no extension of time shall be granted without LD</p>	<p>We request yourself to keep this in the scope of DFCCIL as this can be done at much pace being DFCCIL an Railway organization and it can be manage well in time</p>	<p>The clause 23 of TS will be modified as under:</p> <p><b>SPEED CERTIFICATE</b></p> <p>23.1 <b><i>Provisional Speed Certificate:</i></b> <i>Whenever a new rolling stock is introduced in DFCCIL, a provisional speed certificate is issued by RDSO of Indian Railways based at Lucknow, based on certain design parameters of the machine. The final speed certificate of the machine is given after conducting detailed oscillation trial of the machine, which is a time taking process. Therefore, issue of provisional speed certificate for the machine becomes a necessity and based on the same, the approval of running of the machine on DFCCIL track is taken from CCRS/MD(DFCCIL).</i></p> <p><i>For issue of provisional speed certificate, the following actions are required to be taken by the contractors:</i></p> <p>a) <b>Current suppliers, whose models are approved:</b> <i>The contractor shall give details of the model, year of introduction in Indian Railways, details of speed certificate issued etc. The <b>OEM and Contractor</b> shall certify that no change has taken place in the model being offered with respect to design of under frame i.e. suspension system/arrangement, wheel &amp;</i></p>

axle assembly, bogie, braking arrangement, loading pattern of the machine etc. and the distribution of axle loads, lateral forces, un-sprung mass and braking force coming on rails is the same. If, there is any change in above respect, the action shall be taken as detailed in para (b) below:

- b) **Current suppliers, whose models are not approved/or new:** As soon as the contractor completes the design of the machine as per specifications, the technical details as per **Annexure (TS8A and TS8B)** which in no case shall be more than 9 (nine) months from signing of contract, shall be supplied to DFCCIL, for processing of provisional speed certificate for the machine so that it can be permitted to move on track on case-to case basis. More technical details (other than mentioned in **Annexure (TS8A and TS8B)**) can also be asked for issue of provisional speed certificate for the machine. The firm will also submit the technical details as per pro-forma placed at **Annexure-TS2** for track vehicle dynamic simulation. The contractor shall submit the track vehicle simulation report.
- c) **New suppliers, whose models are new:** The technical details shall be supplied as detailed in clause (b) above.

**FINAL SPEED CERTIFICATE:** Final speed certificate of the machine is given after conducting detailed oscillation trials of the machine. For this purpose, DFCCIL shall conduct running speed tests on the DFCCIL main line track on one of the machines supplied to them preferably with in warranty, in accordance with procedure outlined in Annexure-TS9 with the machine running up-to speed 10% higher than the maximum speed mentioned in clause 2.14 above."

15	Page No. 87 of 211 Clause No. 31. (1) Of General Obligation.	<b>Contractor to supply water for works:</b> Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water.	We humbly request you to kindly amend this clause as supplier will face the problem to arrange the same in your premises. This shall be in scope of DFCCIL.	Not agreed
16	Page No. 87 of 211  Clause No. 31. (4). (a) of General Obligation	<b>Contractor to arrange supply of electric power for works:</b> Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of electric power for the works. In case electric power is available then it may be given to contractor at cost determined by Engineer.	We humbly request you to kindly amend this clause and arrange supply of electric power for works as the work will be executed in DFCCIL premises and it will be difficult for us to arrange the same.	Not agreed.
17	Page No. 114 of 211 CI No. 1.6.1 of General Requirements	All terms and condition for post warranty O & M of <b>UNIMAT</b> shall be same as in case O & M of machine under warranty	As per our understanding the <b>UNIMAT</b> is for the other equipment and it is not for PCTM. Requesting you to clarify the point.	The clause 1.6.1 of SCC O&M phase will be modified as under: "All terms and condition for post warranty O&M of <b>machine</b> shall be same as in case O&M of machine under warranty."
18	Page No. 115 of 211 Clause No. 1.7.3 of General Requirements	<b>Daily maintenance</b> will be done before start of Machine operations.	It shall be daily check instead of daily maintenance. We request you to amend the same. As contractor is already executive the all required maintenances including IOH and POH. We request you to amend the same	Not agreed.
19	Page 115 of 211  Clause no 1.7.1 of General Requirement.	All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning.	We Request yourself to amend the clause as this will increase the financial burden on the contractor as this may require lathe machine and pit facility. Already the procurement cost of the machines are little on lower side. DFCCIL can easily manage the facility being their own premises.	The clause 1.7.1 of SCC O & M phase will be modified as under:  <i>"All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning. In case this contractor request DFCCIL to arrange the same from IR, then if possible, for DFC it will be arranged by DFCCIL on the cost of contractor. The Pit facility will be provided by DFCCIL free of cost at New Dadri or any other station of DFC."</i>


20	Page 115 of 211  Clause no 1.7.3 of General Requirements.	Daily maintenance will be done before start of Machine operations. Other schedule maintenance (weekly, 50 Hrs., 100 Hrs., 200/250 Hrs., 1000 Hrs., IOH (2000 Hrs.) and POH are to be performed at appropriate time intervals in the balance time available after offering the machine for operational activities. 8 Hrs. working time does not include time required daily routine maintenance activities	Kindly amend the <b>daily maintenance as daily check</b> and the balance time required for the scheduled maintenance is not enough so request to look into this clause.	The clause 1.7.3 of SCC O & M phase will be modified as under:  <i>“Daily maintenance will be done before start of Machine operations. <b>The weekly, 50 Hrs, 100 Hrs, 200/250 Hrs Schedule maintenance</b> are to be performed at appropriate time intervals in the balance time available after offering the machine for operational activities. 8 Hrs working time does not include time required daily routine maintenance activities.”</i>
21	Page 116 of 211  Clause no 1.7.9 of General Requirements.	Contractors is allowed to use existing infrastructure including pit at DFCCIL Track Machine Maintenance Depots facility free of cost, if available.	We request DFCCIL to kindly provide the Pit facility as work will be executed in the DFCCIL premises so shall be arranged easily.	The clause 1.7.9 of SCC O & M phase will be modified as under:  <i>“Contractors is allowed to use <b>DFCCIL Track Machine Maintenance infrastructure available at free of cost, if it is free when contractor needs the same.</b>”</i>
22	Page No 117 of 211  Clause no 1.10 of General Requirements.	HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than 2.5% w.r.t. rated HSD requirement per hours	It's difficult to restrict the use of HSD oil as it's depends on many parameters so request to amend the same. Further it will be also difficult to calculate the usage.  So we request you to amend the clause.	The clause 1.10 of SCC O & M phase will be modified as under:  <i>“HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more <b>than 5% (individual day) and 2.5% (on monthly average) of rated HSD requirement per hours by OEM. If this limits shoots, then contractor has to do engine overhaling even if not due as per schedule in order to bring the HSD consumption with prescribed limits mentioned above in this clause.</b>”</i>
23	Page 121 of 211  Clause no 1.20 of General Requirements	Only siding track for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. The arrangements for security shall be made by the Contractor at his own expenses. Water	As the machine belongs to the DFCCIL and it will be working in the DFCCIL premises so request to Look after the supply water and electricity free of cost.	The clause 1.20 of SCC O & M phase will be modified as under:  1.20 <i>“Only siding track for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. The arrangements for</i>



		supply arrangements may be made by contractor at his own cost and if connection will be provided by DFCCIL a lump sum charge of Rs. 5,000/-will be taken per month. The electricity charges as per actual meter readings as per applicable rates of State Electricity Board will be borne and paid by contractor in case DFCCIL power is being utilized.	The security is a critical concern which will be scope of the Government organisation keeping the safety concern on priority. We request to keep the same in scope of DFCCIL	<i>security shall be made by the Contractor at his own expenses. Water supply arrangements may be made by contractor at his own cost and if connection will be provided by DFCCIL a lump sum charge of Rs. 1,000/- will be taken per month. The electricity charges as per actual meter readings as per applicable rates of State Electricity Board will be borne and paid by contractor in case DFCCIL power is being utilized."</i>
24	Page 121 of 211  Clause no 1.21 of General Requirements.	Contractor should make his own arrangements for storage of spare parts, materials etc. at his own cost. An open space of size 250 sq. ft. (approx.) will be provided for storage of spares at nearest IMD/IMSD free of cost.	Please be noted that It's difficult for the contractor to maintain such storage for timely and efficient supply we thus request to arrange the space by DFCCIL and keep this in the scope of DFCCIL.	The clause 1.21 of SCC O & M phase will be modified as under:  <b>"Storage for spare parts:</b> Contractor should make his own arrangements for transportation and adequate storage of spare parts, materials etc. at his own cost."
25	Page 121 of 211  Clause no. 1.22.1 of General Requirement.	Accommodation of the staff shall be arranged by the Contractor at his own cost. Contractor may purchase and provide camp coaches with bio-toilets as per ROSO drawing no RDSO/TM/01/11 for accommodation of staff. Such camp coaches, will be stabled in the track machine siding/any other siding in same yard, for which no charge will be levied by DFCCIL. Contractor Will also maintain and keep the camp coaches track worthy as per Railway rules.	We would request to keep the supply of camp coached in the scope of DFCCIL as this will be an additional cost.	Not agreed.
26	Page No. 123 of 211  Clause No.	In case contractor is shifting machine for IOH, all transit expenses are to be borne by contractor including cost of HSD.	This shall be practically not possible to calculate and will be an additional cost on the contractor side.	Not agreed.

	1.29.1 of General Requirement.		<p>Already the rate of the contract for such a specialised system are much competitive for bidding.</p> <p>We are requesting you to kindly amend the clause and the transit expenses and cost of HSD shall be in the scope of DFCCIL.</p>	
27	Page 122 of 211  Clause no 1.26.1 of General Requirement.	The contractor shall take all necessary precautions.....The contractor shall provide Flagman or look out men for protection of such persons.	<p>Security is a critical thing which shall be in scope of railway scope only as an expertise and experienced organisation.</p> <p>So we request yourself to keep this in scope of the DFCCIL.</p>	No change is required. The provision in clause 1.17 is for block working and present clause is for non-block working.
28	Page 123 of 211  Clause no 1.29.1 of General Requirements	In case contractor is shifting machine for IOH, all transit expenses are to be borne by contractor including cost of HSD. The time taken for shifting of machine for IOH/POH on DFCCIL/IR network will be considered as free time.	<p>We request to amend this clause as the contractor is abide by DFCCIL instructions and will be executing DFCCIL work only executing all kind of maintenance activities in his scope.</p> <p>This will incur extra charge on the operation charge of the contractor. So we request you to amend the same.</p>	Not agreed.

  
 Arun Kumar Tiwari  
 GM/Tech

  
 21/03/2024  
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