

Clarifications/Remarks on Queries raised by Bidders after Pre-Bid Meeting on 02.06.2025

Name of Work : RFP for “Operation & Maintenance of DFCCIL’s RGM Formation and RIV Machine including supply of spares and other items for 12 years within DFCCIL Network.”

NIT No.: HQEN-TEC-RGM-RIV-OM-12Y/33092R dated 23.05.2025

| # | Clause no. | Clause Description | Remarks / Clarification and Justifications by VIPL | Suggested Clause | Remarks/Clarification By DFCCIL |
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| (A) | Pre-bid Queries by VIPL letter No. VIPL/2025-26/DFCCIL/290 dated 02nd June 2025 | | | | |
| 1. | Clause No. 2 Chapter- II Schedule of requirements Pg. No. 13 | Schedule C (For Supply of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B but excluding Grinding stones) - Rs.90,42,48,825/- (Lumpsum) | <p>It is observed that the budget for the supply of spares over the 12-year O&M period has been reduced from INR 115 Cr to INR 90 Cr.</p> <p>It is important to highlight that the consumption of spares and consumables typically increases as the machine ages. Therefore, in order to realistically account for the supply of spares over the entire 12-year duration, it is kindly requested to:</p> <ol style="list-style-type: none"> Reinstate the budget of INR 115 Cr for Schedule-C; OR This budget of INR 90 Cr is provided to demonstrate allocation of funds for spares. Any additional spare required for the O&M would be paid as per actuals by DFCCIL even if it is over and above this budget. <p>Please clarify the final position of DFCCIL.</p> | <p>Schedule C (For Supply of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B but excluding Grinding stones) - Rs.90,42,48,825/- (Lumpsum).</p> <p>The advertised value under Schedule C is provided to demonstrate allocation of funds for spares. Any additional funds required for spares during the execution of the O&M would be paid as per actuals by DFCCIL.</p> | <p>The details of estimated provision of Rs.90,42,48,825.00 is as under:</p> <ol style="list-style-type: none"> Fund of Rs. 42,39,71,293.00 is kept for procuring spare parts of machine and consumables which are not covered under Schedule B, and Fund of Rs.48,02,77,532.00 is kept for procurement of spare parts and consumables which are not covered under Schedule B for POH of RGM Formation and RIV. <p>However, the payments under this schedule will be done as per actual consumption on the basis of rates accepted for each item. If above estimated funds are exceeding during execution of work the additional funds will be allocated under variation by Competent Authority of DFCCIL.</p> |
| 2. | Clause No. 2 Chapter- II | Schedule-B - Lump Sum Cost of all required consumables (only various | It is our understanding that budgets allocated under: | New Addition to Existing Clause: | Not agreed for proposed Addition. |

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| | <p>Schedule of requirements Pg. No. 13-14</p> | <p>type of oils (except HSD), Lubricants, Filters and Breathers)</p> <p>Schedule C - For Supply of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B but excluding Grinding stones</p> <p>Schedule D - For Supply of Grinding stone for RGM</p> | <p>a. Schedule-B – Consumables i.e. INR 12,25,87,200</p> <p>b. Schedule-C – Spares i.e. INR 90,42,48,825</p> <p>c. Schedule-D – Stones i.e. INR 95,40,72,000</p> <p>are provided to demonstrate allocation of funds for spares.</p> <p>Any additional spares under these Schedules required for the O&M would be paid as per actuals by DFCCIL even if it is over and above this budget.</p> <p>Considering the long-term nature of the 12-year Operation and Maintenance (O&M) contract, it is requested that the budgets allocated under Schedule B, Schedule C and Schedule D be allowed to be utilized interchangeably and comprehensively.</p> <p>This flexibility is essential as all three schedules pertain to spares and consumables required for the efficient functioning and upkeep of the machines. Over an extended O&M period, the actual consumption pattern may vary due to operational conditions, machine aging, and unforeseen maintenance requirements.</p> <p>Therefore, allowing cross-utilization of the budgets will ensure that the O&M service provider can maintain optimal machine performance without being constrained by rigid schedule-wise budget segregation. This approach will</p> | <p>Total budgets allocated under Schedule B, Schedule C and Schedule D can be utilized interchangeably and comprehensively for Operations & Maintenance of RGM Formation and RIV including their IOH and POH.</p> | <p>As the payments under these schedules will be done as per actual consumption on the basis of rates accepted for each item of Schedule B and Schedule C and for Schedule D on the accepted rates of Indian Railways (Priority order is given in RFP) of Grinding stones. If estimated funds of Schedule B, C and D exceed during execution of work the additional funds will be allocated under variation by Competent authority of DFCCIL.</p> |
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| | | | support effective resource planning, timely maintenance, and uninterrupted machine availability throughout the contract period. | | |
| 3. | Clause No. 2 Chapter- II Schedule of requirements Pg. No. 15 | Penalties and counter Penalties as per Chapter: For effective execution and monitoring of work, penalties on O & M contractors have been prescribed vide relevant clauses of SCC, Chapter V) of tender document with a condition that only heavier penalty among item No. 1.10.8 and 1.11 of SCC will be imposed and same are summarised as under: i. 1.10.8 ii. 1.11 iii. 1.13 iv. 1.14.2 v. 1.14.10 vi. 1.22.3 | It is humbly requested that, in the event of any unforeseen and unfortunate circumstances where multiple clauses may be interpreted in a manner that could attract penalties under more than one category, only the highest applicable penalty may kindly be considered. This will help avoid overlapping penal implications for the same instance and ensure a fair and balanced approach in the enforcement of contractual provisions. | Penalties and counter Penalties as per Chapter: For effective execution and monitoring of work, penalties on O & M contractors have been prescribed vide relevant clauses of SCC, Chapter V) of tender document with a condition that only heavier penalty among any applicable item item No. 1.10.8 and 1.11 of SCC will be imposed and same are summarised as under: i. 1.10.8 ii. 1.11 iii. 1.13 iv. 1.14.2 v. 1.14.10 vi. 1.22.3 | The penalty provisions under SCC clause 1.13, 1.14.2, 1. 14.10 and 1.22.3 are not overlapping. The is no possibility of overlapping of Penalty under clause 1.10.8 and 1.11 of SCC. Accordingly, existing Clause 3 of Chapter II is framed. |
| 4. | Clause 3 (Sub-Clause 1.13) Chapter- II Schedule of Requirements Pg. No. 15 | If more than 48 working days in a 6 months are lost on account of contractor, the payment of Item No. 1 or 2 of schedule A of SOR will be reduced proportionally. For example, if a machine is available for only 130 days, the reduced payment will be = $(130/132) \times$ the monthly payment shown in item No. 1 or 2 of schedule A of SOR. | Request status quo from previous tender. Therefore, this clause may please be revised to original form as had been agreed mutually in the last discussions. | If more than 48 working days in a 6 months are lost on account of contractor, the payment of Item No. 1 or 2 of schedule A of SOR will be reduced proportionally. For example, if a machine is available for only 130 days, the reduced payment will be = $(130/132) \times$ the monthly payment shown in item No. 1 or 2 of schedule A of SOR. Similarly, if the machine is made available/able to work for more than 132 days and up to 150 days additional payment would be made on pro-rata basis. | Not agreed. Exiting RFP clauses will prevail |
| 5. | Clause No. 4 Chapter- II | Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document is as under: - | Please include chapters of RFP such as: 1. Chapter-I Notice Inviting E-Tender | Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document is as under: | Agreed. The clause 4 of Chapter II (SOR) is proposed for modification as under: |

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| | <p>Schedule of requirements Pg. No. 16</p> | <p>(a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Special Conditions of Contract (e) Terms of Reference (TOR) of this RFP (f) Technical specification of DFCCIL RGM Formation and RIV (g) General Conditions of Contract (h) Schedule of Dimension of DFCCIL (i) G & S R of DFCCIL (j) OEM RGM and RIV Operation manual, (k) OEM RGM and RIV Maintenance Manual and other Manuals (l) DFC Railroad Manual (m) Indian Railway Track Machine Manual</p> | <p>2. Chapter-II Schedule of Requirements (SOR) 3. Chapter-III Preamble and General Instructions to Tenderers (ITT) 4. Chapter-IX Tender Forms</p> | <p>(a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (c-1) Chapter-II Schedule of Requirements (SOR) (d) Special Conditions of Contract (e) Terms of Reference (TOR) of this RFP (f) Technical specification of DFCCIL RGM Formation and RIV (f-1) Chapter-I Notice Inviting E-Tender (f-2) Chapter-III Preamble and General Instructions to Tenderers (ITT) (g) General Conditions of Contract (g-1) Chapter IX Tender Forms (h) Schedule of Dimension of DFCCIL (i) G & S R of DFCCIL (j) OEM RGM and RIV Operation manual, (k) OEM RGM and RIV Maintenance Manual and other Manuals (l) DFC Railroad Manual (m) Indian Railway Track Machine Manual</p> | <p>a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Chapter-II Schedule of Requirements (SOR) (e) Special Conditions of Contract (f) Terms of Reference (TOR) of this RFP (g) Technical specification of DFCCIL RGM Formation and RIV (h) Chapter III Preamble and General Instructions to Tenderers (ITT) (i) General Conditions of Contract (j) Schedule of Dimension of DFCCIL (k) G & S R of DFCCIL (l) OEM RGM and RIV Operation manual, (m) OEM RGM and RIV Maintenance Manual and other Manuals (n) DFC Railroad Manual (o) Indian Railway Track Machine Manual</p> <p>A.The clause 1.2 of Chapter VI (SCC) is proposed for modification as under:</p> <p>In case of any difference, contradiction, discrepancy, with regard to Conditions of</p> |
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| | | | | | <p>tender/contract, Specifications, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <p>(a) Contract Agreement (b) Letter of Award (c) Schedule of Items, Rates & Quantities (d) Chapter-II Schedule of Requirements (SOR) (e) Special Conditions of Contract (f) Terms of Reference (TOR) of this RFP (g) Technical specification of DFCCIL RGM Formation and RIV (h) Chapter-III Preamble and General Instructions to Tenderers (ITT) (i) General Conditions of Contract (j) Schedule of Dimension of DFCCIL (k) G & S R of DFCCIL (l) OEM RGM and RIV Operation manual, (m) OEM RGM and RIV Maintenance Manual and other Manuals (n) DFC Railroad Manual (o) Indian Railway Track Machine Manual</p> |
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| 6. | Clause 7.0 Chapter- II Schedule of requirements Pg. No. 17-18 | Execution Co-relation and intent of contract Documents: The contract documents shall be signed in triplicate by the DFCCIL and Selected Bidder within 75 days of issue of LOA, otherwise full Bid Security will be forfeited, and bidder will be debarred to participate in re-tendering of this work. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labor and materials, equipment's and transportation necessary for the proper execution of work. | In case LOA is awarded on us, we will sign all requisite document within 75 days post issuance of LOA. However, as this is a 12 years contract, it is humbly requested that a draft of the contract agreement may please be jointly reviewed before final execution. Request for clarification. | | Agreed. Draft CA will be discussed with selected Bidder before signature |
| 7. | Clause 1.3.1 (vii) Chapter- III Preamble & General Instructions to Tenderers Pg. No. 21 | Location: O & M Works are to be executed anywhere in the jurisdiction of DFCCIL and the O & M contractor shall be bound to execute the work without any extra cost. In exceptional circumstances RGM consist plus RIV may be asked to Operate on Indian Railway network with reimbursement of all associated additional cost (including but not limited to insurance, G&SR training cost, transportation of spares, movement of manpower including OEM's visit, data formatting & importing, etc.) by DFCCIL | Should the need arise to move to Indian Railways and provide grinding services, we would request that prior intimation to be provided to the O&M Service Provide atleast 90 days in advance for meeting necessary requirements of IR smooth mobilization of manpower and material including G&SR training, etc. Request for clarification. | | Agreed. Accordingly, the Clause 1.3.1 (vii) of Chapter- III is proposed to be modified as under: O & M Works are to be executed anywhere in the jurisdiction of DFCCIL and the O & M contractor shall be bound to execute the work without any extra cost. In exceptional circumstances RGM consist plus RIV may be asked to Operate on Indian Railway network with reimbursement of all associated additional cost (including but not limited to insurance, G&SR training cost, |

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| | | | | | transportation of spares, movement of manpower including OEM's visit, data formatting & importing, etc.) by DFCCIL. In case RGM formation is planned for grinding outside DFCCIL network then intimation for the same will be given at least 90 days in advance. |
| 8. | <p>Clause 6.2 Chapter- II Schedule of requirements Pg. No. 17</p> <p>And</p> <p>Clause 1.3.13(i) (A) (a) Chapter- III Preamble & General Instructions to Tenderers Pg. No. 29</p> | <p>Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form- MPD. However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of contract signing Authority from DFCCIL side.</p> | <p>Kindly note that we will provide a list of qualified personnels at Form-MPD and this is subject to shift rotation and deployment as per operational necessities. Minimum 12 staff at a time including 3 supervisors/operators for Operation and Maintenance of RGM Formation and minimum 04 staff at a time for Operation, Maintenance & Data Analysis (as required) of RIV would be provided in compliance to Clause 1.4 of the RFP. Designations/Position of this proposed manpower would be appropriated at the time of machine operations for both RGM Formation & RIV under this agreement.</p> <p>Furthermore, for administrative ease, the permission to replace any initial proposed manpower can be provided by Dy. CPM or equivalent rank official of DFCCIL field unit on case-to-case basis.</p> | <p>Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form- MPD. However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of Dy. CPM or equivalent rank official of DFCCIL field unit. contract signing Authority from DFCCIL side.</p> | <p>Agreed. Clause 6.2 of Chapter- II is proposed to be modified as under:</p> <p>Bidder/Tenderer shall submit list of Trained Manpower from M/s Loram Maintenance of Way, Inc, USA whom bidder has planned to deploy for Operation and Maintenance of RGM Formation/RIV duly enclosing training details of manpower certified by M/s Loram Maintenance of Way, Inc, USA in enclosed Form-MPD. However selected bidder will be permitted by DFCCIL to replace any initially proposed manpower (after award of work) on case-to-case basis after approval of Dy. CPM/TM or equivalent rank official of DFCCIL field unit</p> |

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| 9. | Clause 1.3.18.2 Chapter- III Preamble & General Instructions to Tenderers Pg. No. 35 | All items of RGM Formation and RIV have to be classified under following Main Heads separately for RGM Formation and RIV in due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA, M/s Titagarh Rail Systems Limited, Kolkata, India and M/s SAN Engineering and Locomotive Co. Ltd, Bengaluru, India): | Please note that the OEM of the RGM Formation and RIV would be the only point of consultation for providing any spare part and technical support. Therefore, it is requested to please align this in the spirit of Form-TSL which will be provided by the OEM himself. | All items of RGM Formation and RIV have to be classified under following Main Heads separately for RGM Formation and RIV in due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA: M/s Titagarh Rail Systems Limited, Kolkata, India and M/s SAN Engineering and Locomotive Co. Ltd, Bengaluru, India): | Agreed. Clause 1.3.18.2 Chapter- III is proposed to be modified as under: All items of RGM Formation and RIV have to be classified under following Main Heads separately for RGM Formation and RIV in due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA). |
| 10. | Clause 1.3.18.2 Chapter- III Preamble & General Instructions to Tenderers Pg. No. 35 | Classification of spares: a. Engine (except filters) b. Hydraulics (except filters) c. Pneumatics, Air compressor (except filters) d. Grind System e. Electrical (System Equipment wiring and Traction motor Control) f. Electronics g. Gear Box, Bogie and Under frame h. Hardware, General Machine items i. Rubber Items j. Consumables- Oils, Lubricants, Coolants and Glycol water etc k. Consumables- All type of Filters. l. Miscellaneous | For administrative ease and identification of Index for calculating PVC on spares items, it is proposed that the categorisation may be done into following categories: a. Oil, Lubricants and similar items b. Filters or similar items c. Electrical, Electronics and similar items d. Rubber and similar items e. Metal and metallic components f. Bogie, gear box and underframe components g. Miscellaneous | Classification of spares: a. Oil, Lubricants and similar items b. Filters or similar items c. Electrical, Electronics and similar items d. Rubber and similar items e. Metal and metallic components f. Bogie, gear box and underframe components g. Miscellaneous a. Engine (except filters) b. Hydraulics (except filters) c. Pneumatics, Air compressor (except filters) d. Grind System e. Electrical (System Equipment wiring and Traction motor Control) f. Electronics g. Gear Box, Bogie and Under frame h. Hardware, General Machine items i. Rubber Items j. Consumables- Oils, Lubricants, Coolants and Glycol water etc | Not agreed. |

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| | | | | k. Consumables – All type of Filters. l. Miscellaneous | |
| 11. | Clause 1.3.18.3 Chapter- III Preamble & General Instructions to Tenderers Pg. No. 36 35-36 | Bidders have to propose Inventory yardstick with due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA of RGM Formation and RIV in following format (Form – 3A) and has to submit the same with Technical Bid by Bidder: | <p>It is respectfully submitted that the inventory yardstick proposed should be treated as indicative and dynamic, and not binding.</p> <p>Inventory levels are best determined based on actual operational conditions, machine utilization, wear patterns, and evolving maintenance requirements, which may not always align with initial estimates. As part of standard industry best practices, the O&M Service Provider must retain the flexibility to adjust inventory levels in response to real-time needs to ensure optimal performance and cost efficiency.</p> <p>Therefore, it is requested that the proposed yardstick not be construed as a mandatory stocking requirement, and that the service provider not be compelled to maintain fixed inventory levels, but rather be allowed to manage inventory based on operational necessities, best practices and professional discretion.</p> | <p>Bidders have to propose Inventory yardstick with due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA of RGM Formation and RIV in following format (Form – 3A) and has to submit the same with Technical Bid by Bidder. The proposed inventory levels are merely indicative and can be updated based on operational necessities, best practices and professional discretion of O&M Service Provider:</p> | <p>Agreed. Clause 1.3.18.3 Chapter- III is proposed to be modified as under:</p> <p>RGM formation (RGI-11 Series) and RIV (121-Series) of M/s Loram Maintenance of Way, Inc , USA are required to be serviceable and operational round the clock for which reserve/inventory of various parts depending on lead time of procurement is essential to minimize the breakdown and the proposed inventory items in required quantity are to be procured immediately after the award of work. Care must be exercised by Bidders during deciding the inventory items/levels that none of planned inventory items becomes non usable depending on self-life of that part. The original inventory levels (submitted at bid stage) can be updated based on operational necessities during the currency of contract after approval of Dy. CPM/TM or</p> |

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| | | | | | equivalent rank official of DFCCIL field unit on written request of selected Bidder. For this Bidders have to propose Inventory yardstick with due consultation with OEMs (M/s Loram Maintenance of Way, Inc, USA) of RGM Formation and RIV in following format (Form – 3A) and has to submit the same with Technical Bid by Bidder: |
| 12. | Clause 1.3.18.3 Chapter- III Preamble & General Instructions to Tenderers Pg. No. 36 | Name of Rolling stock (Front Car, GC, Camp Coach, water car., RIV) | Categorisation of spares parts with respect to individual rolling stock is not warranted and this clause may please be amended accordingly in line with Form-3A, 3B and 3C of Forms of Tender at pg. no. 136, 137 and 138 respectively. | Name of Rolling stock (Front Car, GC, Camp Coach, water car., RIV) Name of Machine (RGM plus RIV) | Agreed. Heading of Sub head of Col. No 2 of table of clause No 1.3.18.3 Chapter- III is proposed to be modified as under: Name of Machine (RGM plus RIV) |
| 13. | Clause 2 (2) Chapter - IV General Conditions of Contract Pg. No. 47 | If a work is transferred from the jurisdiction of one DFCCIL unit to another DFCCIL unit or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor DFCCIL unit/Project in the same manner & take effect all respects as if the Contractor and the Successor DFCCIL unit/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor DFCCIL unit/Project will exercise the same powers and enjoy the same authority as | Adequate notice of 3 months would be ideal to move the stores from one mother depot to temporary holding or satellite depot for proper execution of the Contract. It may be noted that the depot facilities provided during the currency of the contract are equipped with adequate depot security, adequate space, approach and accessible, clean and well-maintained facilities, and most importantly, free from moisture, rain humidity i.e., potentially climate control or specialized storage conditions as the stores (Grinding Stone) supplied to DFCCIL are expensive materials and | If a work is transferred from the jurisdiction of one DFCCIL unit to another DFCCIL unit or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor DFCCIL unit/Project in the same manner & take effect all respects as if the Contractor and the Successor DFCCIL unit/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor DFCCIL unit/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor DFCCIL unit/Project under the original contract/agreement entered into. A | Agreed. The GCC clause 2 (2) of Chapter IV is proposed for modification as under: If a work is transferred from the jurisdiction of one DFCCIL unit to another DFCCIL unit or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor DFCCIL unit/Project in the same manner & take effect all |

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| | | conferred to the Predecessor DFCCIL unit/Project under the original contract/agreement entered into. | bulk spares order supplied. Damages, deterioration of parts/material condition during storage is not on O&M Service provider. | three months' notice and adequate frame would be provided to the Contractor for movement of stores to new designated mother / satellite depots. Any expenses on account of such change in jurisdiction would be reimbursable by DFCCIL on actuals. | respects as if the Contractor and the Successor DFCCIL unit/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor DFCCIL unit/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor DFCCIL unit/Project under the original contract/agreement entered into. A three months' notice and adequate time frame would be provided to the Contractor for movement of stores to new designated mother / satellite depots. Any expenses on account of such change in jurisdiction would be reimbursable by DFCCIL on actuals. |
| 14. | Clause 6 Chapter - IV General Conditions of Contract Pg. No. 49 | Occupation and use of land: - No land belonging to or in the possession of the DFCCIL shall be occupied by the Contractor without the permission of the DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied. | O&M Service provider may need to stock the material and stores at DFCCIL designated depots and hire plant and machinery for execution of Contract during POH, schedule/ unscheduled maintenances and a proper communication in writing would be in place towards execution of works in this Contract. The space for storing of spares and for undertaking POH would be provided by DFCCIL free of charge. Request for clarification. | Occupation and use of land: - No land belonging to or in the possession of the DFCCIL shall be occupied by the Contractor without the permission of the DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied. | No modification in this clause is needed as this aspect is covered in clause No. 1.5 (b) (xv) of SCC chapter-VI of RFP. |

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| | | | | However, for storage of material and stores at DFCCIL designated depots and hired plant and machinery for execution of Contract during POH, schedule/ unscheduled maintenances, the necessary facilities would be extended to the Contractor free of charge. | |
| 15. | Clause 7 Chapter - IV General Conditions of Contract Pg. No. 49 | Assignment or subletting of contract: Not applicable for this work. | Kindly note that under the scope of technical requirements, certain services like Rail Life Extension Analysis services, and technical support services would be provided by the OEM. This should not be misconstrued as assignment or subletting of contract as per above clause. Request for clarification. | Assignment or subletting of contract: In respect of certain aspects of this project such as Rail Life Analysis services, IOH/POH services, technical support services provided by system OEMs, etc. assignment or subletting of contract would be permitted. Not applicable for this work. | Agreed. The GCC Clause 7 of Chapter IV is proposed for modification as under: Assignment or subletting of contract: Only in case of Rail Life Analysis services, IOH/POH services, technical support services etc. assignment or subletting of contract would be permitted |
| 16. | Clause 19 (2) Chapter - IV General Conditions of Contract Pg. No. 53 | Setting out of works: The existing sectional features/GMT data etc of track will be provided by DFCCIL. Rail profile is to be recorded by O & M Contractor by RIV and analyses of recorded data to be done by O & M Contractor and accordingly rail grinding has to be done with aim to achieve 80% GQI value as mentioned in this tender. The contractor provides all facilities like labour and instruments and shall co-operate with the Engineer's representative to check the quality of work done. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work | Using the RIV the rail condition would be assessed and grind plan generated for each segment. Based on the grind plan, the RGM will grind the section with an intent to achieve the desired GQI with least amount of metal removal. At this time, it is pertinent to note that a Preventive Gradual Rail Grinding Cycle is in place, and therefore, the GQI of a section would gradually increase over 3 to 5 grinding cycles. Furthermore in the case of corrective grinding, the goal would be to first remove the defects and not chase GQI. The current strategy adopted by DFCCIL is that of "Preventive Gradual Grinding". | Setting out of works: The existing sectional features/GMT data etc of track will be provided by DFCCIL. Rail profile is to be recorded by O & M Contractor by RIV and analyses of recorded data to be done by O & M Contractor and accordingly rail grinding has to be done with aim to achieve 80% GQI value. The minimum value of GQI aimed to be achieved is 80% for which it may take up to 2 to 3 grinding cycles to reach this value depending on the initial GQI value of the section as DFCCIL has embarked on preventive-gradual grinding process as mentioned in this tender. The contractor provides all facilities like labour and instruments and shall co-operate with the Engineer's representative to check the quality of work done. Such checking shall not absolve | Agreed. In GCC there are two clauses named 19 (2) . The 2 nd clause named as 19 (2) of Chapter IV is proposed for modification as under: Clause No 19 (3) Setting out of works: The existing sectional features/GMT data etc of track will be provided by DFCCIL. Rail profile is to be recorded by O & M Contractor by RIV and analyses of recorded data to be done by O & M Contractor and accordingly rail grinding has to be done with aim to achieve 80% GQI value. The minimum value of GQI aimed to be achieved is 80% for which it may take up to 2 to 3 grinding cycles |

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| | | | <p>Here the nominal metal removal is more than preventive grinding but less than that required for corrective grinding. The GQI value of 80 is expected to be achieved on after 2 to 3 cycles from start of initial grinding depending on the initial GQI value of the section. If in case RIV grind plan indicates GQI value of the section to be less than 80, then the GQI of such a section would be gradually increased over 3 to 5 cycles due to preventative gradual grind strategy adopted by DFCCIL. Therefore, as the 72-Stone RGM is working on a preventive gradual cycle, it may take up to 3 to 5 grinding cycles to reach this value depending on the initial GQI value of the section, the initial surface condition of the section and grinding frequency being adopted. DFCCIL and O&M Operator should ensure that the daily grind history and GQI values are monitored diligently.</p> | <p>the contractor of his own responsibility of maintaining accuracy in the work.</p> | <p>to reach this value depending on the initial GQI value of the section as DFCCIL has embarked on preventive-gradual grinding process. The contractor provides all facilities like labour and instruments and shall co-operate with the Engineer's representative to check the quality of work done. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work.</p> |
| 17. | <p>Clause 23 Chapter - IV General Conditions of Contract Pg. No. 54</p> | <p>Working during night: The Contractor have to arrange lightning arrangement for night working of track machines. If the Engineer decides for night working as per availability of blocks, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.</p> | <p>Please note that as per IR guidelines as issued by the Principal Executive Director of Railway Board, grinding during fog should be planned properly. There are many situations where the visibility will drop to a few meters only. In such scenarios the following precautions may be taken:</p> <p>i) During times of low visibility, blocks may be planned during the day instead of the night. This would help increase the</p> | | <p>Agreed. Clause No. 23 of Chapter IV is proposed for modification as under:</p> <p>Working during night: The Contractor have to arrange lightning arrangement for night working of track machines. If the Engineer decides for night working as per availability of blocks, he may order the same without confirming any right on</p> |

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| | | | <p>chance of visibility of track during grinding.</p> <p>ii) Grinding in the forward direction: By ensuring grinding in the forward direction in the first pass, the possibility of the grinding operators' making errors, due to lack of sight, would be reduced. As this is a multi-pass machine, ensuring safety while grinding is critical and the first pass could be planned in forward working.</p> <p>Request for clarification.</p> | | <p>the Contractor for claiming any extra payment for the same. There may be situation where the visibility will drop to a few meters only. In such scenarios the following precautions may be taken:</p> <p>i) During times of low visibility, blocks may be planned during the day instead of the night. This would help increase the chance of visibility of track during grinding.</p> <p>ii) Grinding in the forward direction: By ensuring grinding in the forward direction in the first pass, the possibility of the grinding operators' making errors, due to lack of sight, would be reduced. As this is a multi-pass machine, ensuring safety while grinding is critical and the first pass could be planned in forward working.</p> |
| 18. | Clause 42 (4) Chapter - IV General Conditions of Contract Pg. No. 59 | Variations In Quantities During Execution of Works: - Individual items in contracts (except item of Schedule A of SOR) can be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got | Based on the actual work done, the quantity of material (in Schedule-B, C, D and F) required may increase or decrease. It is expected that RGM & RIV machine is made available for O&M operations with an average machine availability of 132 days over 6 months. Therefore, over the course of 12 years, if the average machine availability exceeds 132 days/6 months, the spares | | This issue is already covered in clarification of query at item No.2 |

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| | | <p>executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity after finalizing the rates mutually by both parties.</p> | <p>and consumables consumptions by the machines would also increase and therefore budget as listed in SOR Schedule B, C and C must also be proportionately increased to accommodate the additional work done by the machines under the Variations Clause.</p> <p>Request for clarification.</p> | | |
| 19. | <p>Clause 46A.11 Chapter - IV General Conditions of Contract Pg. No. 62</p> | <p>Currency Exchange Rate</p> <p>For imported components in addition to the PVC, the accepted rates of items will also be adjusted for foreign exchange (issued by Central Board of Indirect Taxes and Customs, Dept of Revenue, MoF, GOI increase/decrease between tender opening date and the date (import billing invoice date) of supplied material to DFCCIL.</p> | <p>For all spares, the O&M Service Provider is reliant on the OEM or the subsidiary of the OEM. In certain cases, the Subsidiary of the OEM may import the goods on our behalf and supplies the same to the O&M Service Provider. In both such cases, confirmation of the date of Bill of Entry and the CBIT Exchange Rate applicable to the Bill of Entry would be provided to DFCCIL. A screenshot of the CBIT exchange rate chart is illustrated below. It is important to note that the reference rate is under column "Rate Import".</p> | | <p>Agreed. Clause No. 46A.11 of Chapter IV is proposed for modification as under:</p> <p>For imported components in addition of PVC, the accepted rates of item will also be adjusted for foreign exchange rate (issued by Central Board of Indirect Taxes and Customs, Dept. of Revenue, MoF, GOI corresponding to import rates) increase/decrease between tender opening date and the date (import billing invoice date) of supplied material to DFCCIL.</p> |

| GOVERNMENT OF INDIA | | |
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| MINISTRY OF FINANCE | | |
| DEPARTMENT OF REVENUE | | |
| CENTRAL BOARD OF INDIRECT TAXES | | |
| Exchange Rate Notification No. CBEC/2017/100 | | |
| Exchange Rate Notification for foreign currency rates for | | |
| Currency Code | Currency Name | Currency Unit |
| AED | UAE Dirham | 1.0 |
| AUD | Australian Dollar | 1.0 |
| BHD | Bahraini Dinar | 1.0 |
| CAD | Canadian Dollar | 1.0 |
| CHF | Swiss Franc | 1.0 |
| CNY | Chinese Yuan | 1.0 |
| DKK | Danish Kroner | 1.0 |
| EUR | EURO | 1.0 |
| GBP | Pound Sterling | 1.0 |
| HKD | Hong Kong Dollar | 1.0 |
| JPY | Japanese Yen | 100.0 |
| KRW | Korean won | 100.0 |
| KWD | Kuwaiti Dinar | 1.0 |
| NOK | Norwegian Kroner | 1.0 |
| NZD | New Zealand Dollar | 1.0 |
| QAR | Qatari Riyal | 1.0 |
| SAR | Saudi Arabian Riyal | 1.0 |
| SEK | Swedish Kroner | 1.0 |
| SGD | Singapore Dollar | 1.0 |
| TRY | Turkish Lira | 1.0 |
| USD | US Dollar | 1.0 |

Request for clarification.

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| 20. | Clause 6 Chapter V Terms of Reference (TOR) Pg. No. 77 | Transportation: Transportation of machine Spares to the machine from DFCCIL Depot and vice-versa will be the responsibility of O&M Contractor. All taxes (excluding GST) and other duties levied on transportation of issued materials will | Please note that the transportation of DFCCIL-owned machine spares can be limited strictly to the safe and timely movement of goods. The O&M Contractor shall not be held responsible for any damage or delay arising from reasons beyond their control. | Transportation of machine Spares to the machine from DFCCIL Depot and vice-versa will be the responsibility of O&M Contractor. All taxes (excluding GST) and other duties levied on transportation of issued materials will be reimbursed on production of invoices. | Agreed. Clause No. 6 of Chapter V is proposed for modification as under: A comprehensive List of Consumables (only various type of Oils (except HSD), |
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| | | <p>be reimbursed on production of invoices.</p> | <p>Furthermore, The O&M Contractor shall not be liable for any delays or liabilities resulting from the non-availability or deficiency of such documentation or approvals from DFCCIL or relevant authorities.</p> <p>Moreover, any penalties, fines, or duties imposed by state or central government authorities arising from delays, documentation errors, or actions attributable to DFCCIL shall be borne by DFCCIL. It shall be the responsibility of DFCCIL to ensure timely provision of all necessary documentation including, but not limited to, delivery challans, eWay bills, transit permits, and gate passes to facilitate the seamless movement of goods between the depot and machine locations.</p> <p>Therefore, the O&M Contractor shall not be liable for any delays or liabilities resulting from the non-availability or deficiency of such documentation or approvals from DFCCIL or relevant authorities. It is humbly requested to DFCCIL to please review this clause favourably as suggest.</p> | <p>All transportation-related expenses such as octroi, state entry taxes, and other statutory levies (excluding GST) incurred during the movement of DFCCIL's materials shall be reimbursed by DFCCIL at actuals upon submission of valid supporting receipts/invoices. In addition, if the transportation vehicle is retained on standby for more than six (6) hours at either end due to reasons attributable to DFCCIL, a retention charge of INR 1,000 per hour shall be payable by DFCCIL to the O&M Contractor.</p> <p>Furthermore, any penalties, fines, or duties imposed by state or central government authorities arising from delays, documentation errors, or actions attributable to DFCCIL shall be borne by DFCCIL. It shall be the responsibility of DFCCIL to ensure timely provision of all necessary documentation including, but not limited to, delivery challans, eWay bills, transit permits, and gate passes to facilitate the seamless movement of goods between the depot and machine locations.</p> | <p>Lubricants, Filters and Breathers in Form-3B format (except Price) and comprehensive List of Spare parts of RGM & RIV including consumables which are not covered in above Schedule-B in Form – 3C (except rates) of RFP on best assessment basis to be submitted by the Bidders in Technical offer duly authenticated by OEM of Machine. All Machine spare parts and consumables, mentioned in the comprehensive list, shall be procured and brought to DFCCIL Premises at designated place (depot) as per inventory yard stick submitted by Bidder. The newly procured machine spares and released after replacement components shall be the property of DFCCIL. Transportation of machine Spares to the machine from DFCCIL Depot and vice-versa will be the responsibility of O&M Contractor. All transportation-</p> |
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| | | | | | <p>related expenses such as octroi, state entry taxes, and other statutory levies (excluding GST) incurred during the movement of DFCCIL's materials shall be reimbursed by DFCCIL at actuals upon submission of valid supporting receipts/invoices. In addition, if the transportation vehicle is retained on standby for more than six (6) hours at either end due to reasons attributable to DFCCIL, a retention charge of INR 1,000 per hour shall be payable by DFCCIL to the O&M Contractor.</p> <p>Furthermore, any penalties, fines, or duties imposed by state or central government authorities arising from delays, documentation errors, or actions attributable to DFCCIL shall be borne by DFCCIL. It shall be the responsibility of DFCCIL to ensure timely provision of all necessary documentation including, but not limited to, delivery challans, e-Way bills, transit permits, and gate passes to facilitate the seamless movement of goods between the depot and machine locations.</p> |
| 21. | Clause 15 Chapter V | The minimum value of GQI to be achieved should be 80. However, as the DFCCIL 72 Stone RGM has to work on a | Please note that in the case of corrective grinding, the goal would be to first remove the defects and not | | Not agreed. Existing clause is OK. |

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| | Terms of Reference (TOR) Pg. No. 79 | preventive gradual cycle, it may take up to 2 to 3 grinding cycles to reach this value depending on the initial GQI value of the section. | <p>chase GQI.</p> <p>The current strategy adopted by DFCCIL is that of “Preventive Gradual Grinding”. Here the nominal metal removal is more than preventive grinding but less than that required for corrective grinding. The GQI value of 80 is expected to be achieved on after 2 to 3 cycles from start of initial grinding depending on the initial GQI value of the section. If in case RIV grind plan indicates GQI value of the section to be less than 80, then the GQI of such a section would be gradually increased over 3 to 5 cycles due to preventative gradual grind strategy adopted by DFCCIL. Therefore, as the 72-Stone RGM is working on a preventive gradual cycle, it may take up to 3 to 5 grinding cycles to reach this value depending on the initial GQI value of the section, the initial surface condition of the section and grinding frequency being adopted. DFCCIL and O&M Operator should ensure that the daily grind history and GQI values are monitored diligently.</p> <p>Request for clarification.</p> | | |
| 22. | Clause 15 i) Chapter V Terms of Reference (TOR) Pg. No. 79 | MiniProf: Contractor has to supply 2 numbers of software compatible with DFCCIL's MINIPROF for comparing the actual measured profile wrt standard profile of DFCCIL Rails used in EDFC and WDFC for | Please note that this is an additional cost, therefore, the Bidder would quote separately for this item under financial bid as an optional supply. | <p>New Clause:</p> <p>The Bidder would quote separately for these items at no. (i) to (vi) under financial bid as an optional supply and the budget for the same</p> | <p>Agreed. Clause 15 (i) of Chapter V is proposed for modification as under:</p> <p>MINIPROF – MINIPROF is an equipment to measure</p> |

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| | | DFCCIL internal use for which no extra payment shall be made. The License fee for the same has to be paid by O & M Contractor for entire duration of O & M Contract. | | would be over and above the advertised value. | the profile of the railhead to the accuracy of 0.054 mm. This is contact type rail profile measuring system. It is also used to compare the post grind profile to the target profile to assess the appropriateness of the grinding parameters. O & M Contractor has to supply 2 numbers of software compatible with DFCCIL's MINIPROF for comparing the actual measured profile w.r.t standard profile of DFCCIL Rails used in EDFC and WDFC for DFCCIL internal use. The License fee for the same has to be arranged by O & M Contractor for entire duration of O & M Contract. |
| 23. | Clause 15 (note) Chapter V Terms of Reference (TOR) Pg. No. 80 | 2 Numbers of each equipments mentioned at above item No. ii) to vi) are to be supplied to DFCCIL within one month of award of this work for which no extra payment shall be made to O & M Contractor | <ul style="list-style-type: none"> i. Miniprof with 2 nos. of software ii. Bar Gauge iii. Star Gauge iv. Digital Inclinator v. Surface Roughness Measuring Gauge vi. Rail Hardness | <p>New Clause:</p> <p>The Bidder would quote separately for these items at no. (i) to (vi) under financial bid as an optional supply and the budget for the same would be over and above the advertised value.</p> | Agreed. Note below Clause 15 (vi) of Chapter V is proposed for modification as under: |

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| | | | As this is an additional cost, therefore, the Bidder would quote separately for these items at no. (i) to (vi) under financial bid as an optional supply. | | Note: 2 Numbers of each equipments mentioned at above item No. i) to vi) are to be supplied to DFCCIL within one month of award of this work for which the Bidder would quote separately for these items at No. (i) to (vi) under financial bid as an optional supply. |
| 24. | Clause 17 Chapter V Terms of Reference (TOR) Pg. No. 80 | Test Site Management: Out of the 18 test sites already established on WDFC, 12 test sites will be reestablished as a one-time exercise | If DFCCIL shifts these 12 test sites as part of the ongoing 3 months O&M quotation than this provision of the clause may please be deleted. Request clarification. | Out of the 18 test sites already established on WDFC, 12 test sites will be reestablished as a one-time exercise. | Not agreed. Existing clause is OK. |
| 25. | Clause 17.6 Chapter V Terms of Reference (TOR) Pg. No. 81 | Normally 6 measuring points are established at three locations at interval of 80 – 100 m distance at each test site. In addition of same, at each test site location in 100 m stretch Rail Grinding shall not to be done and permanent 6 measuring point (3 on left and 3 on Right rail) to be marked and Rail wear, DGR and DPT test needs to be measured/done as and when being done in designated test point location before actual rail grind of every cycle all 18 Test sites of EDFC and WDFC. | Please note that Rail wear, contact band width, DPT results, rail finish, surface finish and roughness parameters will be measured at the designated test points in a test-site regularly. However, DGR, rail/weld failures measurement ultrasonic defects testing results are to be measured, monitored and analyzed by different track machine staff/vertical. | Normally 6 measuring points are established at three locations at interval of 80 – 100 m distance at each test site. In addition of same, at each test site location in 100 m stretch Rail Grinding shall not to be done and permanent 6 measuring point (3 on left and 3 on Right rail) to be marked and Rail wear, DGR and DPT test needs to be measured/done as and when being done in designated test point location before actual rail grind of every cycle all 18 Test sites of EDFC and WDFC. Rail wear, contact band width, DPT results, rail finish, surface finish and roughness parameters will be measured at the designated test points in a test-site regularly. However, DGR, rail/weld failures | Agreed. Note below Clause 17.6 of Chapter V is proposed for modification as under: Normally 6 measuring points are established at three locations at interval of of 80 – 100 m distance at each test site. In addition of same, at each test site location in 100 m stretch Rail Grinding shall not to be done and permanent 6 measuring point (3 on left and 3 on Right rail) to be marked and Rail wear , DGR and DPT |

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| | | | | measurement ultrasonic defects testing results are to be measured, monitored and analyzed by different track machine staff/vertical. | test needs to be measured/done as and when being done in designated test point location before actual rail grind of every cycle all 18 Test sites of EDFC and WDFC. However, rail/weld failures USFD testing are to be measured/monitored and analysed by DFCCIL directly. |
| 26. | Clause 18 Chapter V Terms of Reference (TOR) Pg. No. 81 | Rail Life Extension Analysis: DFCCIL had to implement rail grinding services (including rail-wheel interface studies) on DFC entire network Tracks. | Please clarify that there would be one time study for EDFC and one time study for WDFC. Furthermore, the results required in the steps above are to be managed for a period of 2 years from the period of implementation of such analysis. Please confirm. | DFCCIL had to implement rail grinding services (including rail-wheel interface studies) on DFC entire network Tracks i.e. one time study for EDFC Network and one time study for WDFC Network. | Agreed. Clause 18 of TOR of Chapter V is proposed for modification as under: DFCCIL had to implement rail grinding services (including rail-wheel interface studies) on DFC entire network Tracks. Such rail-wheel studies are a continuous process requiring techno-commercial analysis of existing wheel and rail profiles. As part of this tender, Rail Life Extension Analysis Services are required and thus forms part of the O&M Contract. One time Rail Life Extension Analysis has to be done by O & M Contractor under the active support, supervision & training provided by OEM (M/s Loram, USA). Rail life extension Analysis has to be |

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| | | | | | done in 4 years period after award of the work to successful bidder. The following items are included as part of this service: |
| 27. | Clause 24 Chapter V Terms of Reference (TOR) Pg. No. 82 | Continuous Improvement – O&M Contractor in consultation with OEM (M/s Loram, USA) will continue to suggest improvements to the profile as necessary based on field feedback, modelling iterations, and changes to DFCCIL/Indian Railway wheels and traffic as provided and highlight when the profile should be re-evaluated. | As per Terms of Reference of the RFP, Rail Life Extension Analysis will be undertaken once on WDFC and once on EDFC during the currency of the Contract. Continuous improvement period of coverage is 24 months after the submission of analysis to DFCCIL. Schedule F would be considered as “closed” and “completed” after a period of approximately 30 months of continuous monitoring & any improvements suggested by the OEM. Request for clarification. | | Not agreed. |
| 28. | Clause 26 Chapter V Terms of Reference (TOR) Pg. No. 83 | In case, DFCCIL goes for 3rd party audit of Rail Life Extension Analysis submitted by Bidder for its adequacy, in that case O & M contractor has to provide all data in the form needed by 3rd Party for checking the adequacy of Rail Life Extension Analysis submitted by Bidder. The cost of arranging data for 3rd part is included in the rate of schedule F of SOR of this RFP. | Data collected at the time of Rail Life Analysis services would be provided by the O&M Service Provider. In case any new data is to be collected, this would be taken up as part of variation. Request for clarification. | In case, DFCCIL goes for 3rd party audit of Rail Life Extension Analysis submitted by Bidder for its adequacy, in that case O & M contractor has to provide all data (as collected by O&M Service Provider at the time of Rail Life Analysis) in the form needed by to 3rd Party for checking the adequacy of Rail Life Extension Analysis submitted by Bidder. The cost of arranging data for 3rd part is included in the rate of schedule F of SOR of this RFP. | Agreed. Clause 26 of TOR of Chapter V is proposed for modification as under: In case, DFCCIL goes for 3rd party audit of Rail Life Extension Analysis submitted by Bidder for its adequacy, in that case O & M contractor has to provide all data collected by O&M Service Provider at the time of Rail Life Analysis to 3rd party for checking the adequacy of Rail Life Extension Analysis submitted by Bidder. |

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| 29. | Clause 27 Chapter V Terms of Reference (TOR) Pg. No. 83 | O&M Contractor shall arrange 4 weeks Training to 4 personals of DFCCIL in OEM (M/S Loram, USA) premises. | Training will be conducted only once for upto 04 personals of DFCCIL. Furthermore, it is requested that DFCCIL will initiate the visa process well in advance keeping in mind the visa processing time of respective Embassy concerned for which OEM or O&M Service Provider shall not be responsible. OEM will not be responsible for any delays in visa issuance or rejection. Therefore, it is humbly requested to please provide necessary clarifications on this clause. | O&M Contractor shall arrange 4 weeks Training to 4 personals of DFCCIL in OEM (M/S Loram, USA) premises as a one-time exercise. | Agreed. Clause 26 of TOR of Chapter V is proposed for modification as under: O&M Contractor shall arrange 4 weeks Training to 4 personals of DFCCIL in OEM (M/S Loram, USA) premises one time. The cost of Visa Support Letter, Local Transportation (Hotel to OEM Premises), Training Material and Resources, Site visit and costs related to transport to sites and intercity travels related to training are included in O & M contractor's scope. Cost related to Visa Application Process & Visa Application Fee, Travel from India to USA (i.e. hotel nearest to OEM's premises) and back, Boarding and Lodging, Incidentals (Local Travel, Communication, etc.) are to be borne by DFCCIL |
| 30. | Clause 1.6.5 Chapter - VI Special Conditions of Contract Pg. No. 88 | O & M Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the RGM Formation/RIV Machines from anti- social elements especially in insurgency defined areas, where the machine may be required to operate | Kindly note that insurance cost will be 100% reimbursed on actuals. Furthermore, O&M Service Provider can make arrangements for security of RGM formation/RIV to the extent of being the "eyes & ears" and inform DFCCIL about any security related | O & M Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the RGM Formation/RIV Machines from anti- social elements especially in insurgency defined areas to the extent of being the "eyes & ears" and inform DFCCIL about any security related | Agreed. Clause 1.6.5 of Chapter VI is proposed for modification as under: O & M Contractor shall provide adequate and appropriate security at their disposal to |

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| | | from time to time for which O & M Contractor shall arrange Insurance for RIV/RGM formation and the cost of same will be reimbursed by DFCCIL on production of Premium payment receipts on time to time. | incidents/accidents or vandalism, arson and thefts etc. as O&M crew are present and residing on the Camp Coach. Request for clarification. | incidents/accidents or vandalism, arson and thefts etc., where the machine may be required to operate from time to time for which O & M Contractor shall arrange Insurance for RIV/RGM formation and the cost of same will be reimbursed by DFCCIL on production of Premium payment receipts on time to time. As a facilitative measure, an additional facilitation charge of 10% over and above the premium would be paid by DFCCIL to cover coordination, administrative and service related expenses. | protect and preserve the RGM Formation/RIV Machines from anti- social elements especially in insurgency defined areas to the extent of being the “eyes & ears” and inform DFCCIL about any security related incidents/accidents or vandalism, arson and thefts etc., where the machine may be required to operate from time to time for which O & M Contractor shall arrange Insurance for RIV/RGM formation and the cost of same will be reimbursed by DFCCIL on production of Premium payment receipts on time to time. As a facilitative measure, an additional facilitation charge of 1.0% over and above the premium would be paid by DFCCIL to cover coordination, administrative and service-related expenses. |
| 31. | Clause 1.9.9 Chapter - VI Special Conditions of Contract Pg. No. 91 | If repairing of some parts/units of RGM Formation Plus RIV is needed as per advice of OEM's experts and the rate of those items are not covered in Form 3C of Bid, then rate of same will be decided mutually by DFCCIL and O & M Contractor as and when needed. The payment of Engine Overhauling by Engine's OEM will be done on the basis of actual Overhauling invoice raised by Engine OEMs. | Please note that payment under this clause shall also include any transportation-related costs incurred for the movement of the engine or its components to and from the OEM's facility to / from DFCCIL's machine. Additionally, a facilitation charge of 10% over and above the Engine OEM's invoice shall be payable to the O&M Service Provider towards coordination, | If repairing of some parts/units of RGM Formation Plus RIV is needed as per advice of OEM's / Specialized experts and the rate of those items are not covered in Form 3C of Bid, then rate of same will be decided based on quotation given by the authorised dealer for repair of that component. mutually by DFCCIL and O & M Contractor as and when needed. As an example, the payment of Engine Overhauling by Engine's OEM will be done on the basis of actual Overhauling invoice raised | Agreed. The Clause 1.9.9 of Chapter VI is proposed for modification as under: If repairing of some parts/units of RGM Formation Plus RIV is needed as per advice of OEM's / Specialized experts and the rate of those items are not covered in Form 3C of Bid, then rate of same will be decided based on |

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| | | | <p>supervision, and associated administrative efforts.</p> <p>Moreover, these provisions shall not be limited to scheduled overhauling activities such as IOH or POH, but shall also apply to any instance during the O&M period where the engine requires inspection, repair, or servicing by the OEM, regardless of whether it constitutes a major or minor intervention.</p> <p>Moreover, these provisions shall not be limited to scheduled overhauling activities such as IOH or POH, but shall also apply to any instance during the O&M period where the engine requires inspection, repair, or servicing by the OEM, regardless of whether it constitutes a major or minor intervention.</p> | <p>by Engine OEMs plus a facilitation charge of 10% over and above the Engine OEM's invoice shall be payable to the O&M Service Provider towards coordination, supervision, and associated administrative efforts. Moreover, these provisions shall not be limited to scheduled overhauling activities such as IOH or POH, but shall also apply to any instance during the O&M period where the engine requires inspection, repair, or servicing by the OEM, regardless of whether it constitutes a major or minor intervention.</p> | <p>quotation given by the authorised dealer for repair of that component. The payment of Engine Overhauling by Engine's OEM will be done on the basis of actual Overhauling invoice raised by Engine OEMs.</p> |
| 32. | <p>Clause 1.14.9 Chapter - VI Special Conditions of Contract Pg. No. 94</p> | <p>Upto 1st Anniversary of LOA it is desirable that contractor's Technicians and Helpers shall be fit in A-3 medical category but after 1st Anniversary of LOA it is must that contractor's Technicians and Helpers shall be fit in A-3 medical category during the currency of the contract. The classification of A-3 will be as per rules of Indian Railways. Contractor's staff will be required to undertake Periodical Medical Examination (PME) at designated hospitals of DFCCIL as per provisions of</p> | <p>For administrative reasons, it is humbly requested to extend these medical requirements w.e.f. 2nd Anniversary onwards.</p> | <p>Upto 1st 2nd Anniversary of LOA it is desirable that contractor's Technicians and Helpers shall be fit in A-3 medical category but after 1st 2nd Anniversary of LOA it is must that contractor's Technicians and Helpers shall be fit in A-3 medical category during the currency of the contract. The classification of A-3 will be as per rules of Indian Railways. Contractor's staff will be required to undertake Periodical Medical Examination (PME) at designated hospitals of DFCCIL as per provisions of Indian Railway Track Machine Manual and G&SR.</p> | <p>Not agreed.</p> |

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| | | Indian Railway Track Machine Manual and G&SR. | | | |
| 33. | Clause 1.25.1 Chapter - VI Special Conditions of Contract Pg. No. 97 | <p>Change in Law:</p> <p>The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:</p> <p>a. A change in the law of the Government of India (including the introduction of new laws and the repeal or modification of existing laws); or</p> <p>b. In the Judicial or official government interpretation of such laws, or</p> <p>c. The commencement of any Indian law which has not entered into effect until the bid submission date; or</p> <p>d. Any change in the rates of any of the taxes or introduction of new taxes, duties, levies, cess etc. on supply of materials and services that have a direct effect on the works.</p> | <p>The CPI and/or WPI Index/Indices as per Office of Economic Advisor (OEA), Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, GOI may change, or new indices introduced that appropriately captures/reflects/represents Spare Parts. Such change of Index would be communicated to DFCCIL and adopted consequently. Similarly, some indices may be excluded/discontinued from the WPI series and new index may need to be assigned which will be intimated to DFCCIL.</p> <p>Therefore, it is requested that necessary changes may please be incorporated in the clause to account for above such statutory changes in Indices as well.</p> | <p>Change in Law:</p> <p>The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:</p> <p>a. A change in the law of the Government of India (including the introduction of new laws and the repeal or modification of existing laws); or</p> <p>b. In the Judicial or official government interpretation of such laws, or</p> <p>c. The commencement of any Indian law which has not entered into effect until the bid submission date; or</p> <p>d. Any change in the rates of any of the taxes or introduction of new taxes, duties, levies, cess etc. on supply of materials and services that have a direct effect on the works.</p> <p>e. Any change in CPI/WPI Indices and its series, addition or deletion of indices as per Office of Economic Advisor (OEA), Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.</p> | <p>Yes. In clause 46A.8 of Chapter IV a new Note No. (3) is proposed for addition as under:</p> <p>New Spl Note No (3)</p> <p>When some indices are excluded/discontinued by Office of Economic Advisor (OEA) from the WPI series and corresponding new index is introduced by OEA then PVC will be calculated with updated/new indices.</p> |
| 34. | Clause 1.26.1 Chapter - VI Special Conditions of Contract Pg. No. 98 | <p>In case contractor is shifting RGM formation/RIV for POH, all transit expenses are to be borne by DFCCIL including cost of HSD. The time taken for shifting of RGM Formation/RIV POH on DFCCIL network will be considered as free time. In case DFCCIL is shifting machine from one section to another</p> | <p>It is understood time involved in shifting considered as free time will mean Machine Availability for the RGM Formation and RIV machines.</p> <p>Request for clarification.</p> | <p>In case contractor is shifting RGM formation/RIV for POH/IOH, all transit expenses are to be borne by DFCCIL including cost of HSD. The time taken for shifting of RGM Formation/RIV POH on DFCCIL network will be considered as “free time”. In case DFCCIL is shifting machine from one section to another section of DFCCIL, all transit expenses are to be</p> | <p>Existing clause is very clear, and no modification is needed.</p> |

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| | | section of DFCCIL, all transit expenses are to be borne by DFCCIL. The days taken for shifting machines will be considered as availability for the purpose of counting 22 days. | | borne by DFCCIL. The days taken for shifting machines will be considered as availability for the purpose of counting 22 days. The time involved in shifting considered as “free time” will mean Machine Availability for the RGM Formation and RIV machines. | |
| 35. | Clause 1.31.1 Chapter - VI Special Conditions of Contract Pg. No. 99 | Insurance: The contractor (a) shall take out and maintain, at its own cost (except for clause 1.31.2) but on terms and conditions approved by the DFCCIL, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law and shall provide, within 90 days of the issuance of the LOA, evidence to the DFCCIL showing that such insurance has been taken out and maintained and that the current premiums have been paid. Contractor shall be the Insuring party. DFCCIL shall be a beneficiary unless mentioned otherwise in this clause. | It is requested to kindly clarify that the Insurance policy will be provided for coverage on DFC network only. | Insurance: The contractor (a) shall take out and maintain, at its own cost (except for clause 1.31.2) but on terms and conditions approved by the DFCCIL, insurance against the risks, and for the coverage on DFCCIL Network , as stipulated in the contract or any applicable law and shall provide, within 90 days of the issuance of the LOA, evidence to the DFCCIL showing that such insurance has been taken out and maintained and that the current premiums have been paid. Contractor shall be the Insuring party. DFCCIL shall be a beneficiary unless mentioned otherwise in this clause. | Existing clause 1.3.1 (vii) is very clear about insurance cost when MC will work outside DFCCIL jurisdiction hence no modification in this clause is needed. |
| 36. | Clause 1.31.2 Chapter - VI Special Conditions of Contract Pg. No. 100 | Insurance: Loss including loss due to theft of or damage, including vandalism, to Machines both RGM Formations & RIV all equipment, machine tools, materials including Spares – Value covering the full reinstatement cost. | Kindly note that insurance company(ies), as guided by Insurance Regulatory and Development Authority of India (IRDAI), does not provide insurance of value covering the full reinstatement cost, but only “upto depreciated cost”. Therefore, it is requested that DFCCIL may please intimate the total yearly insurable value/amount (total depreciated cost) of the RGM formation & RIV machine for execution of this | Insurance: Loss including loss due to theft of or damage, including vandalism, to Machines both RGM Formations & RIV all equipment, machine tools, materials including Spares – Value covering the total depreciated cost full reinstatement cost. DFCCIL would provide total insurable value/amount (total depreciated cost) of the RGM formation & RIV machine during the currency of the contract as and when requested by Contractor. | Agreed. The Clause 1.31.2 of Chapter VI is proposed for modification as under: The contractor at DFCCIL cost shall provide, in the joint names of the DFCCIL and the O & M contractor, insurance cover from the start date to the date of completion of the contract. Insurance for equipment |

Clause from start date to the completion date of the contract.

shall be taken by the O&M Service Provider and this insurance should be of a value not less than the total cost of RGM & RIV. The insurance may be taken in the joint name of DFCCIL and the O&M Service Provider concerned. Copy of the insurance shall be shared with DFCCIL. In case of any event (Derailments, Cattle hits, Cattle run over, Strikes, riots, bomb attacks, Stone pelting, terrorist attacks, Fire incidents, Floods, Earthquakes, Collapse of shed or building, Other natural calamities including hurricanes, torrid rains etc.) damaging the RGM & RIV during O&M period, during the currency of the contract, the O&M Service Provider is responsible to get the machines (RGM & RIV) repaired using the funds from the insurance claim

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| | | | | | <p>settlement amount. In case of any accident, irrespective of the responsibility of any party regarding the cause of the accident, the intent is to ensure that the machine is brought back to service as soon as possible by immediately applying for an insurance claim. The funds received as insurance claim settlement amount should be used to repair the damages on the machine and bring it back into operational condition. Nothing extra for such repairs would be paid by the DFCCIL. If required, DFCCIL would issue a “No Objection Certificate (NOC)” so that the O&M Service Provider can get the insurance claim settlement amount directly into their account explicitly for the purpose of immediate repairs of the RGM & RIV. It may be noted that any downtime of the</p> |
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| | | | | | <p>RGM & RIV during the period of such heavy accidental/repairs, would not be counted as non-availability and the contract would be extended by the period of such delay without any additional liabilities/ penalties. If the claim is made by the O&M Service Provider in a timely manner but denied fully or partially by the Insurance company (on any ground) then for such unscheduled maintenance / repairs DFCCIL shall bear the cost of such repairs.</p> <p>Loss including loss due to theft of or damage, including vandalism, to Machines both RGM Formations & RIV all equipment, machine tools, materials including Spares – Value covering the total depreciated cost. DFCCIL would provide total insurable value/amount (total depreciated cost) of the RGM formation & RIV machine during the currency of</p> |
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| | | | | | the contract as and when requested by Contractor. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 37. | Clause C Chapter - VII O&M Provisions for Rail Grinding Machine Formation Pf. No. 112 | List of Safety Equipment's to be kept on RGM Formation is as under: <table><tr><th>S.No.</th><th>Description</th><th>Quantity</th></tr><tr><td>1.</td><td>Detonators in a tin case</td><td>1 box</td></tr><tr><td>2.</td><td>H.S. flag red</td><td>2 nos.</td></tr><tr><td>3.</td><td>H.S. flag green</td><td>1 nos.</td></tr><tr><td>4.</td><td>H.S. Tri colour lamps</td><td>2 nos.</td></tr><tr><td>5.</td><td>Chain & Padlock</td><td>1 set.</td></tr><tr><td>6.</td><td>Clamp with Padlock</td><td>2 nos.</td></tr><tr><td>7.</td><td>Jack 20 T capacity with traverse.</td><td>1 no^o.</td></tr><tr><td>8.</td><td>Crow bars</td><td>4 nos.</td></tr><tr><td>9.</td><td>Wooden blocks off sizes</td><td>8 nos.</td></tr><tr><td>10.</td><td>Gauge cum level</td><td>1 no.</td></tr><tr><td>11.</td><td>Banner flag</td><td>2 nos.</td></tr><tr><td>12.</td><td>Portable Control Phone</td><td>1 no</td></tr><tr><td>13.</td><td>Walkie Talkie</td><td>1 set</td></tr><tr><td>14.</td><td>First Aid Box</td><td>1 no each cabin</td></tr><tr><td>15.</td><td>Skids</td><td>2 nos.</td></tr><tr><td>16.</td><td>Working time table of section where machine working</td><td>1 copy</td></tr><tr><td>17.</td><td>G&SR book with up-to-date amendment slips</td><td>1 copy</td></tr><tr><td>18.</td><td>4 cell flasher light</td><td>1 no.</td></tr><tr><td>19.</td><td>Petromax LPG lamps</td><td>1 no.</td></tr><tr><td>20.</td><td>Safety helmets</td><td>For each Machine staff</td></tr><tr><td>21.</td><td>Protective clothing, safety shoes and safety gloves</td><td>Foreach Machine staff</td></tr><tr><td>22.</td><td>Track Machine Manual</td><td>1 no.</td></tr><tr><td>23.</td><td>Accident Manual</td><td>1 no.</td></tr><tr><td>24.</td><td>Fire extinguisher</td><td>1 no each cabin</td></tr><tr><td>25.</td><td>Hydraulic Hand Pump</td><td>1 no.</td></tr><tr><td>26.</td><td>Emergency pneumatic Hydraulic hose of sizes suiting to different machines (complete with end fittings)</td><td>1 no.</td></tr><tr><td>27.</td><td>Fire extinguishing blanket</td><td>2 Nos</td></tr></table> | S.No. | Description | Quantity | 1. | Detonators in a tin case | 1 box | 2. | H.S. flag red | 2 nos. | 3. | H.S. flag green | 1 nos. | 4. | H.S. Tri colour lamps | 2 nos. | 5. | Chain & Padlock | 1 set. | 6. | Clamp with Padlock | 2 nos. | 7. | Jack 20 T capacity with traverse. | 1 no ^o . | 8. | Crow bars | 4 nos. | 9. | Wooden blocks off sizes | 8 nos. | 10. | Gauge cum level | 1 no. | 11. | Banner flag | 2 nos. | 12. | Portable Control Phone | 1 no | 13. | Walkie Talkie | 1 set | 14. | First Aid Box | 1 no each cabin | 15. | Skids | 2 nos. | 16. | Working time table of section where machine working | 1 copy | 17. | G&SR book with up-to-date amendment slips | 1 copy | 18. | 4 cell flasher light | 1 no. | 19. | Petromax LPG lamps | 1 no. | 20. | Safety helmets | For each Machine staff | 21. | Protective clothing, safety shoes and safety gloves | Foreach Machine staff | 22. | Track Machine Manual | 1 no. | 23. | Accident Manual | 1 no. | 24. | Fire extinguisher | 1 no each cabin | 25. | Hydraulic Hand Pump | 1 no. | 26. | Emergency pneumatic Hydraulic hose of sizes suiting to different machines (complete with end fittings) | 1 no. | 27. | Fire extinguishing blanket | 2 Nos | SI No 1 Detonator is a controlled material and would need to be provided by DFCCIL. Upon expiry of the detonator period/life, the same is also requested to be replaced by DFCCIL. SL No 6, is a safety items and not available in open market. Therefore, DFCCIL is requested to supply on loan basis. Portable Control phone is a controlled item and need to be provided by DFCCIL on loan basis. SL No 16 & 17 is to be provided on loan basis by DFCCIL. SL No 23 is a DFCCIL regulatory manual and need to be supplied by DFCCIL. Cost for 1, 6, 16 & 17 and 23 is not included in the proposal. Therefore, please provide necessary clarifications. | Note: SI. No 1 - Detonator would be provided by DFCCIL during the currency of the contract. SI. No 6 – Clamp with Padlock would be provided by DFCCIL during the currency of the contract. SI. No. 12 – Portable Control Phone would be provided by DFCCIL during the currency of the contract. SI. No. 16 & 17 - would be provided by DFCCIL during the currency of the contract. S. No. 23 – Accident manual would be provided by DFCCIL during the currency of the contract. | Agreed. A new Spl. note below table of Clause C of Chapter – VII and VIII is proposed for addition: Spl Note: 1. Detonator would be provided by DFCCIL during the currency of the contract. 2. Clamp with Padlock would be provided by DFCCIL during the currency of the contract. 3. Portable Control Phone would be provided by DFCCIL during the currency of the contract. 4. WTT and G & SR copy would be provided by DFCCIL during the currency of the contract. 5. Accident manual would be provided by DFCCIL during the currency of the contract. |
| S.No. | Description | Quantity | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Detonators in a tin case | 1 box | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | H.S. flag red | 2 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | H.S. flag green | 1 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | H.S. Tri colour lamps | 2 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Chain & Padlock | 1 set. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Clamp with Padlock | 2 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Jack 20 T capacity with traverse. | 1 no ^o . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Crow bars | 4 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Wooden blocks off sizes | 8 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | Gauge cum level | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | Banner flag | 2 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. | Portable Control Phone | 1 no | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13. | Walkie Talkie | 1 set | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14. | First Aid Box | 1 no each cabin | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15. | Skids | 2 nos. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16. | Working time table of section where machine working | 1 copy | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17. | G&SR book with up-to-date amendment slips | 1 copy | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18. | 4 cell flasher light | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19. | Petromax LPG lamps | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20. | Safety helmets | For each Machine staff | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21. | Protective clothing, safety shoes and safety gloves | Foreach Machine staff | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22. | Track Machine Manual | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23. | Accident Manual | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24. | Fire extinguisher | 1 no each cabin | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25. | Hydraulic Hand Pump | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26. | Emergency pneumatic Hydraulic hose of sizes suiting to different machines (complete with end fittings) | 1 no. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27. | Fire extinguishing blanket | 2 Nos | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 38. | Form-3 Notes (iv) Pg. No. 135 | The cost of all Tools and Plants (T & P) required for successful and smooth Operation and Maintenance of DFCCIL RGM Formation and RIV are included in rates of items of Schedule A of SOR. | T&P under this clause should be limited to basic tools only. No jacks and shunters, etc. are envisaged. The cost of all Tools and Plants (T&P) required for the successful and smooth Operation and Maintenance of DFCCIL RGM Formation and RIV, as included in the rates of items under Schedule A of the SOR, shall be limited to standard | The cost of all Tools and Plants (T&P) required for successful and smooth Operation and Maintenance of DFCCIL RGM Formation and RIV are included in the rates of items of Schedule A of the SOR, shall be limited to standard and basic tools necessary for routine maintenance and operational activities only and does not cover specialized equipment such as lifting jacks, rail shunters, or other heavy-duty or custom-designed tools, which, | Agreed. Note (vi) of Form 3 is proposed for modification as under: The cost of all Tools and Plants (T & P) required for successful and smooth Operation and Maintenance of DFCCIL RGM Formation and RIV are included in rates of items of Schedule A of SOR. shall be limited to | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | <p>and basic tools necessary for routine maintenance and operational activities. It is clarified that the provision does not cover specialized equipment such as lifting jacks, rail shunters, or other heavy-duty or custom-designed tools, which, if required, shall be arranged separately with prior approval from DFCCIL on payment basis.</p> | <p>if required, shall be arranged separately with prior approval from DFCCIL on payment basis.</p> | <p>standard and basic tools necessary for routine maintenance and operational activities only and does not cover specialized equipment such as lifting jacks, rail shunters, or other heavy-duty or custom-designed tools, which, if required, shall be arranged separately with prior approval from DFCCIL on payment basis.</p> |
| 39. | Additional Submission | Reconciliation of spare parts list. | <p>During the Operation and Maintenance (O&M) period of twelve (12) years, it may be possible that due to administrative considerations and other factors beyond the control of the O&M Service Provider, including but not limited to changes initiated by Original Equipment Manufacturers (OEMs) for various attributes allocated to the spare parts list under Form-3A, 3B and 3C might undergo necessary changes.</p> <p>Therefore, reclassification of parts from imported to indigenous categories and vice versa, inclusion or exclusion of parts from the Rate Contracts of Zonal Railways, price revisions of unique spare parts specific to DFCCIL machines, etc. the spare parts list is subject to periodic changes.</p> | | <p>Agreed and accordingly a new clause 1.9.13 in SCC chapter-VI is proposed for introduction which is as under:</p> <p>A comprehensive reconciliation of the spare parts list biannually, during the first quarter (Q1) and third quarter (Q3) of each Financial Year, throughout the duration of the Contract will be done jointly by DFCCIL and O&M Service Provider based on changes initiated by Original Equipment Manufacturers (OEMs). The reconciliation shall include verification and updating of part numbers, descriptions, sources (imported/indigenous).</p> |

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| | | | Accordingly, it is requested that to conduct a comprehensive reconciliation of the spare parts list biannually, during the first quarter (Q1) and third quarter (Q3) of each Financial Year, throughout the duration of the Contract. The reconciliation shall include verification and updation of part numbers, descriptions, sources (imported/indigenous), rate contract status, and current pricing. Both parties shall mutually agree upon the updated list, which shall serve as the reference for procurement and inventory planning for the succeeding period. Request for clarification. | | |
| (B) | Pre-bid Queries by VIPL letter No. VIPL/2025-26/DFCCIL/290A dated 03rd June 2025 | | | | |
| 1. | Clause 46A.7 (iv) Chapter- III Preamble & General Instructions to Tenderers Pg. No. 35 | <p>All items of Schedule B and Schedule- C of Form -4, the PVC will be calculated with following Formula:</p> $P = Po/100 \{15 + 85 \times (W1/W2)\}$ <p>Whereas P = Escalated/De-escalated Price of item Po= Original accepted rate of SOR item</p> <p>W1 = Average of (3 months of the quarter under consideration) of accepted cost escalation index. (WPI which O & M contractor has quoted</p> | <p>The current Price Variation Clause (PVC) under Form-4 uses a single index variable “W” (to be quoted by the O&M Service Provider) to compute variation for items in Schedule B and C. At first glance, this may appear to be a simplified model applying a uniform index to a diverse set of items. However, it is important to clarify that this formulation was never intended to restrict variation calculations to a single cost component or economic indicator.</p> <p>In fact, the clause was designed to give O&M Service Provider the flexibility to construct the escalation index “W” as a composite of multiple</p> | <p>All items of Schedule B and Schedule- C of Form -4, the PVC will be calculated with following Formula:</p> $P = Po/100 \{15 + A \times (W1/W2) + B \times (W3/W4) + C \times (W5/W6)\}$ <p>Whereas P = Escalated/De-escalated Price of item Po= Original accepted rate of SOR item W1, W3, W5 = Average of (3 months of the quarter under consideration) of accepted cost escalation index. (WPI which O & M contractor has quoted during bidding will be taken for this purpose) W2, W4, W6 = Accepted cost escalation</p> | <p>Agreed.</p> <p>1. The Clause No. 46A.7 (iv) of Chapter - IV is proposed for modification as under:</p> <p>All items of Schedule B and Schedule- C of Form -4, the PVC will be calculated with following Formula:</p> $P = Po/100 \{15 + A \times (W1/W2) + B \times (W3/W4) + C \times (W5/W6)\}$ <p>Whereas P = Escalated /De-</p> |

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| | | <p>during bidding will be taken for this purpose)</p> <p>W2 = Accepted cost escalation index of the Base month. (WPI which O & M contractor has quoted during bidding will be taken for this purpose)</p> | <p>relevant indices - such as labour costs, material-specific WPIs, and even energy prices—based on the underlying cost structure of the item(s) being quoted. This approach ensures long term viability of price for the O&M service provider and tailors the escalation formula in a way that accurately reflects the nature of their product being sold. The intention behind this flexibility is to ensure that the PVC mechanism captures the actual economic composition of manufacturing and supply activities, where both manpower and materials contribute significantly to the final cost.</p> <p>Based on the above and in line with standard PVC formula of Railways, we have categorised all the material into 24 categories (1 category – no WPI but on LAR) and for the same, the breakup of the 85% of W is as given below in the table. This flexibility is essential to ensure price variation across 5000+ spares is genuinely covered with correct type of indices.</p> | <p>index of the Base month. (WPI which O & M contractor has quoted during bidding will be taken for this purpose)</p> <p>A = weightage proposed for W1 and W2 indices.</p> <p>B = weightage proposed for W3 and W4 indices.</p> <p>C = weightage proposed for W5 and W6 indices. Such that A + B + C = 85</p> | <p>escalated Price of item Po= Original accepted rate of SOR item</p> <p>W1, W3, W5 = Average of (3 months of the quarter under consideration) of accepted cost escalation index. (WPI which O & M contractor has quoted during bidding will be taken for this purpose)</p> <p>W2, W4, W6 = Accepted cost escalation index of the Base month. (WPI which O & M contractor has quoted during bidding will be taken for this purpose)</p> <p>A = weightage proposed for W1 and W2 indices.</p> <p>B = weightage proposed for W3 and W4 indices.</p> <p>C = weightage proposed for W5 and W6 indices. Such that A + B + C = 85</p> <p>2. The Colum No 13 heading of Form 3B and 3C of RFP is now modified as under:</p> <p>Proposed Index Name and Weightage of W1 , W2 and W3 for Calculating PVC.</p> |
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| 2. | Clause 15 (note) Chapter V Terms of Reference (TOR) Pg. No. 80 | 2 Numbers of each equipments mentioned at above item No. ii) to vi) are to be supplied to DFCCIL within one month of award of this work for which no extra payment shall be made to O & M Contractor | <ul style="list-style-type: none"> i. Miniprof with 2 nos. of software ii. Bar Gauge iii. Star Gauge iv. Digital Inclinator v. Surface Roughness Measuring Gauge vi. Rail Hardness <p>As this is an additional cost, therefore, the Bidder would quote separately for these items at no. (i) to (vi) under financial bid as an optional supply.</p> | <p>New Clause:</p> <p>The Bidder would quote separately for these items at no. (i) to (vi) under financial bid as an optional supply and the budget for the same would be over and above the advertised value.</p> <p>The same must be quoted under Form-3C</p> | Already covered in reply of query No23 dated 2 Jun,2025. |
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