# Corrigendum No.3 Dated (스.03.2024

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

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

SI. No	Clause No. & Page No.	Original Provision of RFP	Amended Provision of RFP
1	7 of NIT at Page 2 of 211	Tender Closing Date:19.02.2024 at 15.00 Hrs (In Original RFP) Tender Opening Date/Time:19.02.2024 (15:30 Hrs)	Tender Closing Date/Time :01.04.2024 (15.00 Hrs)
1a	Time Schedule of SOR at Page 4 of 211	(Vide Corrigendum No 1 dated 02.02.2024)  Tender Closing Date/Time: 19.03.2024 at 15.00 Hrs Tender Opening Date/Time: 19.03.2024 (15:30 Hrs)	Tender Opening Date/Time :01.04.2024 (15.30 Hrs)
2	Note No. (x) under cl.No.1.0 (C) of SOR 6 of 211	Even, in case of fully Imported offer for any item, the bidder has to quote Lumpsum Ex-works price (in DFCCIL premises).	Even in case of fully imported offer for any item, the bidder has to quote Lump-sum Ex-works price (at New Sardhana Yard of DFCCIL under CGM/Ajmer)"
3	2.0 of SOR at page No 6 of 211	Delivery/Commissioning Schedule: All the 4 Machines i.e. PCTM shall be delivered and commissioned on DFC network as per Annexure - T9 within 24 months from the date of issue of Letter of Acceptance (LoA) for this tender. In case of delay in the supply and commissioning of machine, recovery of Liquidated Damage (LD) shall be levied @ ½% of price of the machine, per week or part of the week during which commissioning is accepted subject to the upper limit of 10% of the value of the contract, irrespective of the delays.	this tender. In case of delay in the supply and commissioning of machine, recovery of Liquidated Damage (LD) shall be levied @ ½% of price of the <b>delayed</b> machine, per week or part of the week during which



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4	3.1 of SOR at Page 8 of 211	Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document during Delivery and Commissioning Phase/ Operation and Maintenance Phase is as under: -	Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document during Delivery and Commissioning Phase/ Operation and Maintenance Phase is as under:
		<ul> <li>(i) Contract Agreement</li> <li>(ii) Provisions of LoA</li> <li>(iii) Schedule of Requirement (SOR)</li> <li>(iv) Special Condition of Contract for Delivery and Commissioning phase/Special Condition of Contract for Operation and Maintenance phase</li> <li>(v) Technical Specifications</li> <li>(vi) Instructions to Bidders</li> <li>(vii) General Condition of contract for Delivery and Commissioning Phase/for Operation and Maintenance phase</li> </ul>	<ul> <li>(viii) Contract Agreement</li> <li>(ix) Provisions of LoA</li> <li>(x) Schedule of Requirement (SOR)</li> <li>(xi) Special Condition of Contract for Delivery and Commissioning phase/Special Condition of Contract for Operation and Maintenance phase</li> <li>(xii) Technical Specifications</li> <li>(xiii) Instructions to Bidders</li> <li>(xiv) General Condition of contract for Delivery and Commissioning Phase/for Operation and Maintenance phase</li> <li>Till machine(s) are commissioned, the provisions of General Condition</li> </ul>
		Till machine(s) are commissioned, the provisions of General Condition of Contract for Delivery and Commissioning Phase and Special Condition of Contract Delivery and Commissioning will be applicable and after commissioning of machines the General Condition of contract for O & M and Special Condition of Contract for O & M phase will be applicable. In case of any conflicting provisions in different part of the tender document, provisions given in the portion of document having higher order of preference shall prevail over the provisions given in the portion of document having lower order of preference.	of Contract for Delivery and Commissioning Phase and Special Condition of Contract Delivery and Commissioning will be applicable and after commissioning of machines the General Condition of contract for O & M and Special Condition of Contract for O & M phase will be applicable. In case of any conflicting provisions in different part of the tender document, provisions given in the portion of document having higher order of preference shall prevail over the provisions given in the portion of document having lower order of preference.  The specifications laid in Section-D of this RFP, is as per RDSO specification No. TM/HM/UNI/380 Rev.02 of 2020.
		The specifications laid in Section-D of this RFP, is as per RDSO specification No. TM/HM/UNI/380 Rev.02 of 2020. If in case, specifications are updated by RDSO before date of tender opening then the updated specifications as on one month prior to tender opening date shall be followed.	
5	5.2 of SOR at Page 8 of 211	The Bidder may note that Bidder have to submit a MoU from OEM(s) as per <b>Annexure -TC1</b> .	The Bidder may note that Bidder have to submit a MoU <u>with</u> OEM(s) as per Annexure -TC1.
	3,2	Regarding BID SECURITY Bidders are advised to go through clause 6.0 of ITB. BID SECURITY payment through online mode on IREPS. Option for submission of BID SECURITY through manual mode is also available to all the Bidders, in addition to online payment mode. Manual Payment of BID SECURITY in following form is acceptable:	Regarding BID SECURITY Bidders are advised to go through clause 6.0 of ITB. BID SECURITY payment through online mode on IREPS. Option for submission of BID SECURITY through manual mode is also available to all the Bidders, in addition to online payment mode. Manual Payment of BID SECURITY in following form is acceptable:

		<ul> <li>a) Bank Guarantee by bidder in prescribed proforma as per Annexure - T5. The Bank Guarantees (BGs) to be submitted by the bidders, shall be sent directly to the DFCCIL by the issuing bank under registered Post A.D. and a soft copy of BG be submitted along with the offer.</li> <li>Regarding Security Deposit, Bidders are advised to go through clause 16 of GCC for O &amp; M phase: The Security Deposit shall be 5% of the cost of machine as per accepted rate of tender.</li> </ul>	<ul> <li>a) Bank Guarantee by bidder in prescribed proforma as per Annexure - T5. The Bank Guarantees (BGs) to be submitted by the bidders, shall be sent directly to the DFCCIL by the issuing bank/bidder under registered Post A.D. and a soft copy of BG be submitted along with the offer.</li> <li>Regarding Security Deposit, Bidders are advised to go through clause 16 of GCC for O &amp; M phase: The Security Deposit shall be 5% of the cost of machines as per accepted rate of tender.</li> </ul>
6	5.9 (d) of SOR at page No 9 of 211	Bidder is not manufacturer / quote is without MoU with manufacturers.	OEM/manufacturers of machine.
7	2.2 of ITB at page no 14 of 211	The equipment offered should be in accordance with the stipulated drawings and specifications if any, given in Part-III, Section-D of tender document and in 'Schedule of Requirements'.	The <u>machines</u> offered should be in accordance with the stipulated drawings and specifications if any, given in Part-III, Section-D of tender document and in 'Schedule of Requirements'.
8	2.3 of ITB at page no. 14 of 211	The DFCCIL may, in exceptional circumstances accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the DFCCIL in this regard shall be final. In this connection, attention of Bidder is invited to the 'Statement of Deviations' from tender specifications (Performa as per Annexure-TC7) which should invariably be uploaded in IREPS and also submitted along with the offer.	The DFCCIL may, in exceptional circumstances accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the DFCCIL in this regard shall be final. In this connection, attention of Bidder is invited to the 'Statement of Deviations' from tender specifications (Performa as per <b>Annexure-TC7</b> ) which should invariably be uploaded in IREPS.
9	3.2.15.1 (iv) of ITB at page no. 18 of 211	An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.	An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract of Delivery & Commissioning phase.
10	Note No. (f) below item No 4.1 (c) of ITB at page 24 of 211	If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization, the same shall be considered for the purpose of fulfillment of credentials.	If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization of any country, the same shall be considered for the purpose of fulfillment of credentials. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate

			issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock or listed on top 20 foreign stock exchange or stock exchanges of OEM's country, incorporated/ registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.
			In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.
11	9.7 of ITB at Page 28 of 211	Price variation is admissible only for indigenous machines and partly imported and partly indigenous machines. For partly imported and partly indigenous machines, price variation is admissible only on indigenous portion of item No. 1 of SOR, if the indigenous portion is more than 20% of the total cost of item No 1 of SOR. On item No 2 to 5, PVC will be applicable on full item.	Price variation is admissible only for indigenous machines and partly imported and partly indigenous machines. For partly imported and partly indigenous machines, price variation is admissible only on indigenous portion of item No. 1 of SOR, if the indigenous portion is more than 20% of the total cost of item No 1 of SOR. On item No 2 to 5, PVC will be applicable on full item.
		9.7.1 The formula for price variation for indigenous content of item No.1 of SOR shall be	<b>9.7.1</b> "The formula for price variation for indigenous content of item No.1 of SOR shall be
		P= Po X {15 + (50 x A1/A2) + (35 x B1/B2)}/100 subjected to above clause 9.7	P= Po X {15 + (50 x A1/A2) + (35 x B1/B2)}/100 subjected to above clause 9.7
		9.7.2 The formula for price variation for item No.3 and 5 of SOR shall be P= Po X {15 + (85 x A1/A2)}/100	<b>9.7.2</b> The formula for price variation for item No.3 and 5 of SOR shall be $P = Po \times \{15 + (80 \times A1/A2) + (5 \times F1/F2)\}/100$
		9.7.3 The formula for price variation for item No.2 and 4 of SOR shall be P= Po X {15 + (85 x B1/B2)}/100	9.7.3 For item No.2 and 4 of SOR on 1 <sup>st</sup> anniversary of LoA, the rates of item No. 2 and 4 of SOR will increase by 6.00% of original accepted rates of contract of item No. 2 and 4 of SOR. On subsequent LOA anniversaries it will increase by 6.00% w.r.t last
		Whereas	updated year rates.
		P = Escalated/De-escalated Price	Whereas
		Po= Price as per of SOR	Λ

		P = Escalated/De-escalated Price Po= Price of item as per accepted rates of contract"
12 11.1(ii) of ITB at page No 30 of 211.	Balance 20% payment within 90 days of satisfactory commissioning of the machines in India and completion of proving test in which the performance of the equipment would have been demonstrated by the supplier after its commissioning at ultimate destination and on furnishing a Bank Guarantee as per Annexure-T5B fully indemnifying the DFCCIL against all losses incurred by the DFCCIL due to contractor's default during the guarantee period stipulated in the Warranty Clause (Special Condition of Contract of Contract Delivery and commissioning Phase CC CI.9).	Balance 20% payment within 90 days of satisfactory commissioning of the machines in India and completion of proving test in which the performance of the equipment would have been demonstrated by the <i>contractor</i> after its commissioning at ultimate destination
13 11.2(ii) of ITB at page No 30 of 211.	Balance 10% payment within 90 days of satisfactory commissioning of the machines in India and completion of	Balance 10% payment within 90 days of satisfactory commissioning of the machines in India and completion of proving test in which the performance of the equipment would have been demonstrated by the <i>contractor</i> after its commissioning at ultimate destination.
14 11.3 (ii) of ITB at page No 31 of 211.	The above payment shall be paid on submission of requisite document mentioned below within 30 days of satisfactory	The above payment shall be paid on submission of requisite documen mentioned below within 30 days of satisfactory commissioning of the machines in India and completion of proving test in which the performance of the machine would have been demonstrated by the contractor after its commissioning.
15 13.3 of ITB at page no 31 of 211		The cost of all items of SOR will be taken into consideration in the Evaluation of Offers subjected to provisions of Clause 10.1 of SCC for Commissioning and Delivery phase
16 15 of GCC D&C phase at page No	In the event of the contractor's failure to have Machines/goods/stores ready for delivery and Commissioning by the time or times respectively specified in the letter of acceptance or contract, the DFCCIL may withhold any payment until the whole of the Machines/goods/stores have	In the event of the contractor's failure to have Machines/goods/stores ready for delivery and Commissioning by the time or times respectively specified in the letter of acceptance or contract, the DFCCIL may withhold any payment until the whole of the

		from the contractor as liquidated damages ( and not by way of penalty) a sum at the rate of 1/2 percent (half percent) of the value of any Machines/goods/stores which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the Machines/goods/stores may not be ready for delivery, subject to limit of 10% of the whole contract value. Provided, however, that if the delay shall have arisen from any cause which the DFCCIL may admit as reasonable ground for further time, the DFCCIL may at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid.	not by way of penalty) a sum at the rate of 1/2 percent (half percent) of the value of any Machines/goods/stores which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the Machines/goods/stores may not be ready for delivery, subject to limit of 10% of the contract value of the item No.1 of SOR. Provided, however, that if the delay shall have arisen from any cause which the DFCCIL may admit as reasonable ground for further time, the DFCCIL may at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid.
17	16.2 of GCC of D&C phase at page No. 40 0f 211	If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.	If there is delay in performance or other failures by the <u>Contractor</u> to perform its obligation under its contract due to event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.
18	16.3 of GCC of D&C phase at page No. 40 0f 211	If a Force Majeure situation arises, the supplier shall promptly notify the DFCCIL in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the DFCCIL in writing, the contractors shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	If a Force Majeure situation arises, the <u>Contractor</u> shall promptly notify the DFCCIL in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the DFCCIL in writing, the contractors shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
19	17.2 of GCC of D&C phase at page No. 41 of 211	Bank Guarantees (BGs) to be submitted by the contractors should be sent directly to the concerned authorities by the issuing Bank under Registered Post AD	Bank Guarantees (BGs) to be submitted by the contractors should be sent directly to the concerned authorities by the issuing Bank/ <i>Contractor</i> under Registered Post AD.
20	CI .18.4(ii) of GCC of D&C phase Pg. 42	It shall be the responsibility of the contractor to ensure that only such Machines/goods/stores as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to the Government of India Forwarding Agents and to furnish to them a certificate as under: -	It shall be the responsibility of the contractor to ensure that only such Machines/ goods/stores as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to <i>India</i> . <i>Contractor</i> has to furnish to them a certificate as under: -  "Certified that the Machines/goods/stores offered for arranging shipment have been duly inspected and approved by the prescribed
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		"Certified that the Machines/goods/stores offered for arranging shipment have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed".	authority in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed".
21	9.10 of SCC of D&C phase at page No. 49 of 211	Contractor shall indemnify the DFCCIL against all losses incurred by the DFCCIL due to contractors' default on the obligations stipulated in the Warranty clause. Contractor shall furnish a Bank Guarantee in the proforma attached (Annexure-T5B) from a scheduled Bank in India for an amount equivalent to 10% of the value of machines supplied, as stipulated in payment terms of this contract. The Warranty Guaranty Bond shall be valid till for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty Bond, the contractor on being called upon by the DFCCIL from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the DFCCIL at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.	The contractor shall indemnify DFCCIL against all losses incurred by the DFCCIL due to contractors' default on the obligations stipulated in the Warranty clause. Contractor shall furnish a Bank Guarantee in the proforma attached (Annexure-T5B) from a scheduled Bank in India for an amount equivalent to 5% of the value of machines supplied, as stipulated in payment terms of this contract. The Warranty Guaranty Bond shall be valid till for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty Bond, the contractor on being called upon by the DFCCIL from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the DFCCIL at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion."
22	10.1 of SCC of D&C phase at page No. 50 of 211	The contractor shall supply Machines in accordance with the delivery schedule indicated in the <b>Annexure-T9</b> of tender document. Bidders offering deliveries beyond the cut of period are liable to be considered unresponsive. Cut off period shall be 6 (six) months after the last date of delivery of all the machines as prescribed in the schedule of requirements. For those who offer deliveries beyond the indicated delivery schedule a penalty worked out at 2% of the Bid Price per month for the delayed period may be added to their price for the purpose of comparison of their bids, part of a month being taken as one month.	The contractor shall supply Machines in accordance with the delivery schedule indicated in the Annexure-T9 of tender document. Bidders offering deliveries beyond the cut of period are liable to be considered unresponsive. Cut off period shall be 6 (six) months after the last date of delivery of all the machines as prescribed in the schedule of requirements. For those who offer deliveries beyond the indicated delivery schedule (for each machine whose delivery schedule offered is differing) a penalty worked out at 2% of the Bid Price per month for the delayed period may be added to their price for the purpose of comparison of their bids, part of a month being taken as one month. Same will be applicable only for those machines for which delivery and commissioning schedule is differed writto Annexure-T9 by Bidders in their offer.

23	New clause added as Clause No 15 in SCC of D&C phase	-	15.0 All expenditure (except cost of HSD) related to operation and Maintenance of machine (including manpower) required during Commissioning period of individual Machines are included in scope of SOR item No.1.
24	1.4 of TS at Page no. 54 of 211	Photographs of the type of machine in working mode and technical literature shall be uploaded along with the offer. This shall also show close-ups of various working assemblies/systems and the full machine. The bidder shall also upload the names of countries & Railways where the offered machines are working and where their working at site can be visited by DFCCIL officials	Photographs of the type of machine in working mode and technical literature shall be uploaded along with the offer. This shall also show close-ups of various working assemblies/systems and the full machine. The bidder shall also upload the names of countries & Railways where the offered machines are working and where their working at site can be visited by DFCCIL officials. If required bidder has to submit a compact disc or DVD or USB showing working of machine in real time under field conditions even after opening of the tender.
25	1.5 of TS at Page no. 54 of 211	The bidder shall be entirely responsible for the execution of the contract strictly in accordance with the terms and conditions of the specification not withstanding any approval, which ROSO or the Inspecting Officer may have given:	The bidder shall be entirely responsible for the execution of the contract strictly in accordance with the terms and conditions of the specification not withstanding any approval, which <i>RDSO</i> or the Inspecting Officer may have given:
		<ul> <li>Detailed drawings prepared by the bidder.</li> <li>His Sub- bidders for materials, components &amp; sub-assemblies.</li> <li>Other parts of the work involved in the contract.</li> <li>The tests carried out by the bidder/sub- bidder or DFCCIL or the inspecting officer.</li> </ul>	<ul> <li><u>Of the</u> detailed drawings prepared by the bidder.</li> <li><u>Of</u> his Sub-vendors for materials, components &amp; sub-assemblies.</li> <li><u>Of</u> other parts of the work involved in the contract.</li> <li><u>Of</u> the tests carried out by the bidder/sub- bidder or DFCCIL or the inspecting officer.</li> </ul>
26	2.6 of TS at Page no. 55 of 211	Wherever applicable, axle load of the machine shall be lesser than 20.32 t with minimum axle spacing of 1.83 m while moving on track. Load per meter shall not exceed 7.67 T Axle loads up to 22.82 tonnes and lower axle spacing may be permitted, provided the load combinations do not cause excessive stresses in the tracks & bridges of Indian Railways. Stresses in the tracks & bridges shall be calculated by DFCCIL based on design data submitted by the firm as per <b>Annexure-TS2</b> , and decision of DFCCIL shall be final in this regard.	Wherever applicable, axle load of the machine shall be lesser than 20.32 t with minimum axle spacing of 1.83 m while moving on track. Load per meter shall not exceed 7.67 T Axle loads up to 22.82 tonnes and lower axle spacing may be permitted, provided the load combinations do not cause excessive stresses in the tracks & bridges of <u>DFCCIL</u> . Stresses in the tracks & bridges shall be calculated by DFCCIL based on design data submitted by the firm as per <b>Annexure-TS2</b> , and decision of DFCCIL shall be final in this regard.
27	2.7 of TS at Page no. 55 of 211	It shall have a desirable wheel diameter of 914 mm (New wheel profile). However, lesser diameter up to 730 mm (New wheel profile) can also be considered, provided it meets the condition laid down in clause 2.5 at its condemnation limit and also rail wheel contact stresses for 72 UTS are within	It shall have a desirable wheel diameter of 914 mm (New wheel profile). However, lesser diameter up to 730 mm (New wheel profile) can also be considered, provided it meets the condition laid down in clause 2.5 at its condemnation limit and also rail wheel contact stresses for 90 UTS are within permissible limit. Forged wheels to

		normics ible limit Forged wheels to Indian Bailway Brafile	Indian Pailway Profile shall be provided on the mashine It is
		permissible limit. Forged wheels to Indian Railway Profile shall be provided on the machine. It is desirable that 50 mm margin between new and permitted worn wheel diameter should be available, but this should not be less than 20 mm. The worn out wheel diameter (condemning worn out diameter) based on the criteria of rail wheel contact stresses for various maximum axle loads are as under	Indian Railway Profile shall be provided on the machine. It is desirable that 50 mm margin between new and permitted worn wheel diameter should be available, but this should not be less than 20 mm. The worn out wheel diameter (condemning worn out diameter) based on the criteria of rail wheel contact stresses for various maximum axle loads are as under
28	2.14 of TS at page No. 56 of 211	During transfer from one station to another, it shall be capable of travelling on its own at speed of 80 kmph and a speed of 100 kmph when hauled in a train formation as last vehicle. Since the machine is likely to cover long distances on its own power, the travel drive system shall be robust to sustain these requirements during the life of the machine. The machine should be capable of hauling an 8-wheeler coach/Wagon (90 ton approximately) at the specified speed above and as specified in clause 2.12	During transfer from one station to another, it shall be capable of travelling on its own at speed of 80 kmph and a speed of 100 kmph when hauled in a train formation as last vehicle. Since the machine is likely to cover long distances on its own power, the travel drive system shall be robust to sustain these requirements during the life of the machine. The machine should be capable of hauling an 8-wheeler coach/Wagon (90 ton approximately) at the 60 Kmph speed and as specified in clause 2.12
29	2.17 of TS at page No 57 of 211	The machine or its any part shall not infringe the adjoining track as per the DFCCIL Schedule of Dimensions-1676 mm Gauge (BG) both of EDFC and WDFC with latest correction slip issued, while opening and closing of work. During working on double/multiple line section, also it shall not infringe the adjoining track and it shall be possible to permit trains at full speed on that track. Minimum spacing of track is 5500 mm center to center.	The machine or its any part shall not infringe the adjoining track as per the DFCCIL Schedule of Dimensions-1676 mm Gauge (BG) both of EDFC and WDFC with latest correction slip issued, while opening and closing of work. During working on double/multiple line section, also it shall not infringe the adjoining track and it shall be possible to permit trains at full speed on that track. Minimum spacing of track is <u>4265 mm</u> center to center.
30	3.1 of TS at page No. 57 of 211	Separate tamping unit shall be provided for each rail, each unit comprising of tamping tools operated hydraulically. It shall be possible to tamp all four rails of the turnout up to back leg of crossing and for reference the layout drawing of different fan shaped turn outs used in Indian Railways and DFCCIL is attached as <b>Annexure-TS4</b> indicating the portion of turn out to be tamped. For the same four independent tamping units shall be provided with necessary arrangement for lateral shifting to adjust them on the rails of the turnout. The inner tamping units shall be able to be shifted inside from its normal position for	Separate tamping unit shall be provided for each rail, each unit comprising of tamping tools operated hydraulically. It shall be possible to tamp all four rails of the turnout up to back leg of crossing and for reference the layout drawing of different fan shaped turn outs used in DFCCIL is attached as <b>Annexure- TS4</b> indicating the portion of tum out to be tamped. For the same four independent tamping units shall be provided with necessary arrangement for lateral shifting to adjust them on the rails of the turnout. The inner tamping units shall be able to be shifted inside from its normal position for complete tamping of the entire turnout area including diamond crossings, wing rails, check rails etc.



		complete tamping of the entire turnout area including diamond crossings, wing rails, check rails etc. Similarly, the outer tamping units shall be able to tamp the sleepers under 4 <sup>th</sup> rail up to back leg of crossing as shown in the <b>Annexure-TS4</b> . Tamping unit shall also be adjustable from operator seat for tamping of slanting sleepers. There shall be the provision of adjustment of tamping tools so that, the entire tamping zone of the turnout can effectively be tamped maintaining the required track parameters and without hampering the geometry of turnout in any way.	Similarly, the outer tamping units shall be able to tamp the sleepers under 4 <sup>th</sup> rail up to back leg of crossing as shown in the <b>Annexure-TS4</b> . Tamping unit shall also be adjustable from operator seat for tamping of slanting sleepers. There shall be the provision of adjustment of tamping tools so that, the entire tamping zone of the turnout can effectively be tamped maintaining the required track parameters and without hampering the geometry of turnout in any way.
31	3.2 of TS at page No. 57 of 211	Tamping action shall be based on vibratory squeeze principle to achieve a durable compaction with tamping toots operating under the same pressure but independent of one another. The amplitude of vibration, vibration pressure, vibration frequency, squeezing pressure, squeezing time and tamping depth of tamping toots in tamping units shall be such that durable compaction under the sleeper is achieved. Details of all the above parameters will be submitted in the offer.	Tamping action shall be based on vibratory squeeze principle to achieve a durable compaction with tamping <u>tools</u> operating under the same pressure but independent of one another. The amplitude of vibration, vibration pressure, vibration frequency, squeezing pressure, squeezing time and tamping depth of tamping <u>tools</u> in tamping units shall be such that durable compaction under the sleeper is achieved. Details of all the above parameters <u>shall</u> be submitted in the offer.
32	3.5 of TS at page No. 57 of 211	The free length between the two bogies shall be long enough to permit the track lifting and lining up-to 150 mm in one go, with 60 kg rails on concrete sleepers, without excessive stresses in the rail or on the lifting mechanism. Machine shall also be able to do lining and lifting without towering of any one or both tamping units.	The free length between the two bogies shall be long enough to permit the track lifting and lining up-to 150 mm in one go, with 60 kg rails on concrete sleepers, without excessive stresses in the rail or on the lifting mechanism. Machine shall also be able to do lining and lifting without <b>lowering</b> of any one or both tamping units.
33	3.10 of TS at page No. 58 of 211	The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in an hour of working. While tamping turnouts, it shall be capable of tamping one 1 in 12 turnouts on PSC sleeper, complete with 10 sleepers on plain portion on the approaches of the turnouts in an hour of working at the following tamping parameters:	The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in an hour of working. While tamping turnouts, it shall be capable of tamping one 1 in 12 turnouts on PSC sleeper, complete with 10 sleepers on plain portion on the approaches of the turnouts in an 1.5 hour of working at the following tamping parameters:
		<ul> <li>a) Minimum Squeezing time of 0.8 sec.</li> <li>b) Minimum Squeezing pressure of 125 kg/cm2•</li> <li>c) Tamping depth upper edge of tool blade shall be 15-20 mm below the bottom of the sleeper.</li> </ul>	a) Minimum Squeezing time of 0.8 sec. b) Minimum Squeezing pressure of 125 kg/cm2• c) Tamping depth upper edge of tool blade shall be 15-20 mm below the bottom of the sleeper.

		The available range of squeezing time shall be 0.8 sec to 1.2 sec and squeezing pressure range shall be 110 kg/cm2 to 135 kg/cm2.  Stoppage of work not attributable to machine shall be discounted. The time shall be counted from the time the machine arrives at place of work to time it is ready to start back from work after winding up operation. The setting up time and winding uptime shall be measured and the total time taken by the two operations of setting up and winding up of the machine together shall not exceed 10 minutes	The available range of squeezing time shall be 0.8 sec to 1.2 sec and squeezing pressure range shall be 110 kg/cm2 to 135 kg/cm2.  Stoppage of work not attributable to machine shall be discounted. The time shall be counted from the time the machine arrives at place of work to time it is ready to start back from work after winding up operation. The setting up time and winding uptime shall be measured and the total time taken by the two operations of setting up and winding up of the machine together shall not exceed 10 minutes.
34	3.25 of TS at page No. 60 of 211	The machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The data transfer unit shall be compatible with the Track Management System (TMS) of DFCCIL	For fleet management and to provide MIS for the operation team to understand the maintenance condition and to monitor the performance of machine, a Dashboard system is needed to monitor a comprehensive view of whole fleet and highlights machine parameters requiring attention and on deviated parameter shall become red on dashboard. For the same machine shall be equipped with GPS, GSM/GPRS based remote monitoring capabilities for various track parameters and vital parameters of track machine. It shall also have facility to interface with Human Machine Interference (HMI)/Display and various other sensors. The data transfer unit shall be compatible with the Track Management System (TMS) of DFCCIL.
35	3.30 of TS at page No. 61 of 211	Tamping tools provided with machine shall be wear resistant Carbide tips with min life of 7 lakh insertion.	Tamping tools provided with machine shall be wear resistant/carbide tips.
36	4.1 of TS at page No 61 of 211	The machine shall be powered by diesel engine(s) preferably indigenous, with proven record of service in tropical countries with wide service network in India. Robust construction and low maintenance cost are of particular importance. The manufacturer of the engine shall have acquirer quality assurance certification of ISO: 9001. Adequate allowance shall be made for de rating of diesel engine under the most adverse climatic conditions mentioned in clause 2.13. Manufacturer of diesel engines, proposed to be provided on machine, shall have proven record of design, manufacture & supply of engines for heavy duty industrial use/locomotives application/track machines application/self-propelled railway rolling stocks (with speed potential as needed for machine or more) application.	The machine shall be powered by diesel engine(s) preferably indigenous, with proven record of service in tropical countries with wide service network in India. Robust construction and low maintenance cost are of particular importance. The manufacturer of the engine shall have <u>acquired</u> quality assurance certification of ISO: 9001. Adequate allowance shall be made for <u>de-rating</u> of diesel engine under the most adverse climatic conditions mentioned in clause 2.13. Manufacturer of diesel engines, proposed to be provided on machine, shall have proven record of design, manufacture & supply of engines for heavy duty industrial use/locomotives application/track machines application/self-propelled railway rolling stocks (with speed potential as needed for machine or more) application.

37	4.11 of TS at page No. 62 of 211	In order to adhere to pollution control norms, the diesel engine shall be electronically controlled emmissionized engine with minimum compliance of tier BS-VI/Euro 6 standard.	In order to adhere to pollution control norms, the diesel engine shall be electronically controlled emmissionized engine with minimum compliance of tier 2 stage/UIC-II/BS-II standard.
38	7.3 of TS at page No. 63 of 211	There shall be provision of emergency brake application using the compressed air in the machine either travelling alone or coupled with the camp coach, in addition to the normal braking system of the machine, using the compressed air. The emergency braking distance (EBD) of the machine on the Indian Railways track at the maximum designed speed on a level track shall not be more than 600 m. In this regard necessary design calculations for the braking effort and EBD at the maximum design speed of the machine on level track & at falling grade of 1 in 33 should be provided by the contractor. Brake design details are to be submitted as per <b>Annexure-TS6</b> .	There shall be provision of emergency brake application using the compressed air in the machine either travelling alone or coupled with the camp coach, in addition to the normal braking system of the machine, using the compressed air. The emergency braking distance (EBD) of the machine on the DFCCIL track at the maximum designed speed on a level track shall not be more than 600 m. In this regard necessary design calculations for the braking effort and EBD at the maximum design speed of the machine on level track & at falling grade of 1 in 33 should be provided by the contractor. Brake design details are to be submitted as per <b>Annexure-TS6</b> .
39	11.1 of TS at page No. 65 of 211	The electrical equipment to be provided shall conform to relevant standard specifications and shall be suitable for Indian climatic conditions. The machine shall be equipped with twin beam LED headlight assembly, conforming to RDSO's specification No. RDSO/2017/EUSPEC/0134 (Rev-0) with latest amendments ensuring a light intensity of 3.2 lux at ground level at track center at a distance of 305 m away on a clear dark night, at each end and with two front and rear parking lights, which can be switched to red or white according to the direction of the travel. Powerful swiveling floodlights shall also be provided to illuminate the working area sufficiently bright for efficient working during night In addition minimum eight power point locations (24 volt OC/15 amp socket) shall be provided on outside frame of the machine two in front, two in rear and two on both sides for providing lighting arrangements during night working.	The electrical equipment to be provided shall conform to relevant standard specifications and shall be suitable for Indian climatic conditions. The machine shall be equipped with twin beam LED headlight assembly, conforming to RDSO's specification No. RDSO/2017/ <u>EL/SPEC</u> /0134 (Rev-0) with latest amendments ensuring a light intensity of 3.2 lux at ground level at track center at a distance of 305 m away on a clear dark night, at each end and with two front and rear parking lights, which can be switched to red or white according to the direction of the travel. Powerful swiveling floodlights shall also be provided to illuminate the working area sufficiently bright for efficient working during night In addition minimum eight power point locations (24 volt <u>DC</u> /15 amp socket) shall be provided on outside frame of the machine two in front, two in rear and two on both sides for providing lighting arrangements during night working.
40	11.2 of TS at page No. 65 of 211	The amber colour LED based flasher lights producing not less than 500 lux at 1 m and 55 lux at 3 m in line measurement in axial direction from flasher light to ROSO Spec No. ELRS/SPEC/LFL/0017 (Rev-1) of Sept-2004 or latest shall be provided at both ends in the machine to give indication to the train arriving on other line about any impending danger.	The amber colour LED based flasher lights producing not less than 500 lux at 1 m and 55 lux at 3 m in line measurement in axial direction from flasher light to <b>RDSO</b> Spec No. ELRS/SPEC/LFL/0017 (Rev-1) of Sept-2004 or latest shall be provided at both ends in the machine to give indication to the train arriving on other line about any impending danger.
41	13.8 of TS at page No. 66 of 211	The machine shall be equipped with speed indicator and recording equipment of range between 0-120 kmph for recording the speed of the machine in real time basis. The equipment shall conform to ROSO specification no. MP-0-	The machine shall be equipped with speed indicator and recording equipment of range between 0-120 kmph for recording the speed of the machine in real time basis. The equipment shall conform to <u>RDSO</u> specification no. MP-0-0.3700-07, Rev-07, Aug' 17 or latest. The

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		0.3700-07, Rev-07, Aug' 17 or latest. The recorded data shall be retrievable on computer through memory card/pen drive. It shall be provided in the driving cabin at suitable place and recording system shall have sufficient memory to keep the speed record of minimum 15 days which should always be stored for retrieving as per requirement.	recorded data shall be retrievable on computer through memory card/pen drive. It shall be provided in the driving cabin at suitable place and recording system shall have sufficient memory to keep the speed record of minimum 15 days which should always be stored for retrieving as per requirement.
42	14.9 of TS at page No. 67 of 211	A draft copy of all documents to be supplied with the machine shall be sent 3 months in advance of inspection of the first machine to RDSO for their review regarding adequacy and manner of detailing. Necessary modifications and further detailing as per RDSO's comments shall be carried out and compliance shall be reported to RDSO as well as the Inspecting officer of the first machine.	A draft copy of all documents to be supplied with the machine shall be sent 3 months in advance of inspection of the first machine to <u>GM/Tech</u> for their review regarding adequacy and manner of detailing. Necessary modifications and further detailing as per <u>DFCCIL's</u> comments shall be carried out and compliance shall be reported to <u>DFCCIL's</u> as well as the Inspecting officer of the first machine.
43	15.1 of TS at page No. 67 of 211	The expected life of the components/spare parts shall be advised along with their condemning limits. The spare parts required shall be detailed in a separate list indicating description, part no., quantity and weather imported or indigenous.	The expected life (in terms of age/engine running Hrs/No. of Insertions) of the components/spare parts shall be advised along with their condemning limits. The spare parts required shall be detailed in a separate list indicating description, part no., quantity and weather imported or indigenous.
44	19 of TS at page No. 68 of 211	The machine shall be warranted for 24 months from date of commissioning and proving test of equipment whichever shall be earlier. Should any design modification be made in any part of the equipment offered, the warranty period would commence from the commissioning and proving test of equipment for the purpose of that part and those parts which may get damaged due to defects in the new replaced part. The cost of such modification shall be borne by the contractor.	The machine shall be warranted for 24 months from date of commissioning and proving test of <u>machine</u> . Should any design modification be made in any part of the equipment offered, the warranty period would commence from the commissioning and proving test of <u>machine</u> for the purpose of that part and those parts which may get damaged due to defects in the new replaced part. The cost of such modification shall be borne by the contractor.
45	20.3 (ii) of TS at page No 68 of 211	Cross section of the machine super imposed on Indian Railways maximum moving dimensions envelope shall be provided to inspecting officer(s) in advance.	Cross section of the machine super imposed on <u>DFCCIL (EDFC as well as WDFC)</u> maximum moving dimensions envelope shall be provided to inspecting officer(s) in advance.
46	20.4 (iv) of TS at page No 69 of 211	Cross section of the machine super imposed on DFCCIL maximum moving dimensions.	Cross section of the machine super imposed on <u>DFCCIL (EDFC</u> <u>as well as WDFC)</u> maximum moving dimensions.
47	21.1 of TS at page No. 69 of 211	The contractor shall impart professional training to Personnel in various aspects of operation, maintenance and management of the machine, planning and designing tamping program, inspection, monitoring, quality control and review as per the brief scope defined in <b>Annexure-TS10</b> .	The contractor shall impart professional training to Personnel in various aspects of operation, maintenance, testing of machine and about design mode tamping, various quality control measures related to O & M of machine and increasing the retentivity of tamping for longer period as per the brief scope defined in Annexure-TS10.



48 21.2 of TS	The Bidder will submit detailed program covering scope and	The Bidder will submit detailed program covering scope and coverage
at page No. 69 of 211	coverage in detail, place and manner in which the training will be imparted so that a satisfactory level of knowledge and skill is developed by DFCCIL Personnel for satisfactory implementation of grinding program.	in detail, place and manner in which the training will be imparted so that a satisfactory level of knowledge and skill is developed by DFCCIL Personnel for satisfactory doing tamping activity and also O&M of machine.
49 22.5.2 of TS at page No. 70 of 211 and added new clause 22.6	a) Tamping output at the above general conditions of test:  At the parameters specified in clause 3.10. The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in an hour of working. While tamping the turnouts, it shall be capable of tamping one 1 in 12 turnout on PSC sleepers, complete with 10 sleepers on plain portion on the approaches of the turnouts in an hour of working. Stoppage of work not attributable to machine shall be discounted. The time shall be counted from actual time of the arrival of the machine at the worksite to actual departure time after completing the work. The 8-etting up time and winding uptime shall be measured and the total time taken by the two operations of setting up and winding up of the machine together shall not exceed 10 minutes.  (i) Lifting Capability: Lifting of tack/Points and crossing in non-tamping mode of 150 mm in one go.  (ii) Slewing Capability: Slewing of track/points and crossing in non-tamping mode of +150 mm in one go.  Should any modification be found necessary as a result on the test, the same shall be carried out by the contractor at his own expenses.	a) Tamping output at the above general conditions of test:  At the parameters specified in clause 3.10. The machine shall be capable of carrying out on plain track, automatic lifting, levelling, tamping and lining of 1000 sleepers or more in 1.5 hours of working. While tamping the turnouts, it shall be capable of tamping one 1 in 12 turnout on PSC sleepers, complete with 10 sleepers on plain portion on the approaches of the turnouts in an hour of working. Stoppage of work not attributable to machine shall be discounted. The time shall be counted from actual time of the arrival of the machine at the worksite to actual departure time after completing the work. The setting up time and winding uptime shall be measured and the total time taken by the two operations of setting up and winding up of the machine together shall not exceed 10 minutes.  (iii) Lifting Capability: Lifting of track/Points and crossing in non-tamping mode of 150 mm in one go.  (iv) Slewing Capability: Slewing of track/points and crossing in non-tamping mode of +150 mm in one go.  22.6 Should any modification be found necessary as a result of the test, the same shall be carried out by the contractor at his own expenses.
50 23 of TS at page No.71 of 211	SPEED CERTIFICATE  Contractor has to arrange Provisional/Final speed certificate for machines from RDSO at his own cost and time. On this account no extension of time shall be granted without LD.  23.1 Provisional Speed Certificate: Whenever a new rolling stock is introduced in DFCCIL, a provisional speed certificate is issued by RDSO of Indian Railways based at Lucknow, based on certain design	23.1 "Provisional Speed Certificate: Whenever a new rolling stock is introduced in DFCCIL, a provisional speed certificate is issued by RDSO of Indian Railways based at Lucknow, based on certain design parameters of the machine. The final speed certificate of the machine is given after conducting detailed oscillation trial of the machine, which is a time taking process. Therefore, issue of provisional speed certificate for the machine becomes a necessity and based on the same, the approval of
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parameters of the machine. Final speed certificate of the machine is given after conducting detailed oscillation trial of the machine, which is a time taking process. Therefore, issue of provisional speed certificate for the machine becomes a necessity and based on the same, the approval of running of the machine on DFCCIL track is taken from MD/DFCCIL. For issue of provisional speed certificate, the following actions are required to be taken by the contractors:

- a) Current suppliers, whose models are approved:
  The contractor shall give details of the model, year of introduction in Indian Railways, details of speed certificate issued etc. The supplier shall certify that no change has taken place in the model being offered with respect to design of under frame i.e. suspension system/arrangement, wheel & axle assembly, bogie, braking arrangement, loading pattern of the machine etc. and the distribution of axle loads, lateral forces, un-sprung mass and braking force coming on rails is the same. If, there is any change in above respect, the action shall be taken as detailed in para (b) below:
- b) Current suppliers, whose models are not approved/or new: As soon as the contractor completes the design of the machine as per specifications, the technical details as per Annexure (TS8A and TS8B) which in no case shall be more than six months from signing of contract, shall be supplied to DFCCIL, for processing of provisional speed certificate for the machine so that it can be permitted to move on track on case-to case basis. More technical details (other than mentioned in Annexure (TS8A and TS8B) can also be asked for issue of provisional speed certificate for the machine. The firm will also submit the technical details as per pro-forma placed at Annexure-TS2 for track vehicle dynamic simulation. The contractor shall submit the track vehicle simulation report.
- New suppliers, whose models are new: The technical details shall be supplied as detailed in clause (b) above.

running of the machine on DFCCIL track is taken from CCRS/MD(DFCCIL).

For issue of provisional speed certificate, the following actions are required to be taken by the contractors:

- a) Current suppliers, whose models are approved: The contractor shall give details of the model, year of introduction in Indian Railways, details of speed certificate issued etc. The OEM and Contractor shall certify that no change has taken place in the model being offered with respect to design of under frame i.e. suspension system/arrangement, wheel & axle assembly, bogie, braking arrangement, loading pattern of the machine etc. and the distribution of axle loads, lateral forces, un-sprung mass and braking force coming on rails is the same. If, there is any change in above respect, the action shall be taken as detailed in para (b) below:
- b) Current suppliers, whose models are not approved/or new: As soon as the contractor completes the design of the machine as per specifications, the technical details as per Annexure (TS8A and TS8B) which in no case shall be more than 9 (nine) months from signing of contract, shall be supplied to DFCCIL, for processing of provisional speed certificate for the machine so that it can be permitted to move on track on case-to case basis. More technical details (other than mentioned in Annexure (TS8A and TS8B) can also be asked for issue of provisional speed certificate for the machine. The firm will also submit the technical details as per proforma placed at Annexure-TS2 for track vehicle dynamic simulation. The contractor shall submit the track vehicle simulation report.
- c) New suppliers, whose models are new: The technical details shall be supplied as detailed in clause (b) above.
- 23.2 FINAL SPEED CERTIFICATE: Final speed certificate of the machine is given after conducting detailed oscillation trials of the machine. For this purpose, DFCCIL shall conduct running speed tests on the DFCCIL main line track on one of the machines supplied to them preferably with in warranty, in accordance with procedure outlined in Annexure-TS9 with the machine running up-to speed 10% higher than the maximum speed mentioned in clause 2.14 above."

		23.2 FINAL SPEED CERTIFICATE: Final speed certificate of the machine is given after conducting detailed oscillation trials of the machine. For this purpose, DFCCIL shall conduct running speed tests on the DFCCIL main line track on one of the machines supplied to them preferably with in warranty, in accordance with procedure outlined in Annexure-TS9 with the machine running up-to speed 10% higher than the maximum speed mentioned in clause 2.14 above.	
51	16.(1) of GCC of O & M phase at page No. 79 of 211	Security Deposit: The Security Deposit shall be 5% of the cost of machine as per accepted rate of tender. The Bid Security (Bid Security) submitted by the Contractor with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.  Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.  The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated completion date of contract plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.	Security Deposit: The Security Deposit shall be 5% of the cost of machine as per accepted rate of tender. The Bid Security (Bid Security) submitted by the Contractor with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.  Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered.  The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated completion date of contract plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.



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55	1.2 (e) of SCC of		gulations for tenders and contracts for the ${f g}$	uidance of		Deleted.	10.
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.5 (a) iii) of SCC O&M phase at age 111 of 211 .5 a (x) of SCC of &M phase t page No. 11 of 211 .5 b(iii) of SCC of	in month. The time consumed in Maintaining the machine as per 1000 Hrs, IOH and POH will be considered as availability for purpose of counting 25 days.  Average team to be deputed for operation & maintenance: Supervisor -1, Operators - 3, Technicians/Fitter - 3, Helper-3.	Ensuring availability of Track machine for tamping for 25 days in month. The time consumed in Maintaining the machine as per 1000 Hrs, IOH and POH <b>schedules</b> will be considered as availability for purpose of counting 25 days  Average team to be deputed for operation & maintenance: Operators - 3, Technicians/Fitter - 3, Helper-3.
SCC of &M phase t page No. 11 of 211 1.5 b(iii) of SCC of	Supervisor -1, Operators - 3, Technicians/Fitter – 3, Helper- se 3.	
SCC of		
&M phase It page No I12 of 211	in machine compatible format available to the machine before start of tamping operation.	To ensure availability of correct and reliable track survey data in machine compatible format available to the machine before start of tamping operation, in case DFCCIL decides not to use ALC facility of machine.
.5 b(iv) of SCC of &M phase t page No. 12 of 211	GPS coordinates and track original alignment co-ordinates. se	Provide the lifting/ slewing requirements/ existing alignment GPS coordinates and track original alignment co-ordinates, in case DFCCIL decides not to use ALC facility of machine.
.5 b(vii) of SCC of &M phase at page No 113 of 211	se No	Carry out post block activities.
.5 b(xvi) of SCC of 0&M phase t page No. 113 of 211	nearest track machine depot/ISMD/IMD for storage of spares.  DFCC shall provide, free of charge, adequate space for lubricants and spares at central depot location (if required) and	DFCCIL will provide sufficient open space (250 sqft) in the nearest track machine depot/ISMD/IMD for storage of spares. DFCC shall also provide, free of charge, adequate <u>covered</u> space for <u>office and for spare parts at central location</u> (if required).
.5 b(xx) of	the electronic components of the machine, Contractor shall be provided free access by DFCC to transport the part to their nearest workshop.	In case of repair of Proprietary software / related hardware of the electronic components of the machine, Contractor shall be provided free access by <b>DFCCIL</b> to transport the part to their nearest workshop.
11 15 08 11	b(xvi) b(xvi) b(CC of M pha bage N 3 of 21 b(xx) b(CC of M pha page N	b(xvi) of DFCCIL will provide sufficient open space (250 sqft) in the nearest track machine depot/ISMD/IMD for storage of spares. DFCC shall provide, free of charge, adequate space for lubricants and spares at central depot location (if required) and office for manpower at depots, with free electricity, where machine is placed.  b(xx) of BCC of the electronic components of the machine, Contractor shall be provided free access by DFCC to transport the part to their

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63	1.5 b(xxi) of SCC of O&M phase at page No 113 of 211	DFCC will provide free access to Contractor's operation and maintenance team members/vehicles/tools etc. contractor will notify DFCC about the arrival of tools/heavy spares carrying vehicles for maintenance of the machines well in advance if it is expected after normal works hours.	<u>DFCCIL</u> will provide free access to Contractor's operation and maintenance team members/vehicles/tools etc. contractor will notify <u>DFCCIL</u> about the arrival of tools/heavy spares carrying vehicles for maintenance of the machines well in advance if it is expected after normal works hours.
64	1.5 b(xxii) of SCC of O&M phase at page No 113 of 211	Wherever required, all necessary permissions has to be ensured by the DFCC.	Wherever required, all necessary permissions has to be ensured by the <b>DFCCIL</b> .
65	1.5 b(xxiii) of SCC of O&M phase at page No 113 of 211	DFCC shall intimate about the working hour well in advance preferably one day in advance. Before the end of each day's work the contractor shall be advised in writing by the Employer, of the commencement time and duration of the following day's occupation(s). Contractor shall be allowed sufficient time ontrack to calibrate and adjust the machine as part of the preventive maintenance of the machine. This time will be outside the scheduled occupation periods and will not be included in any of the contract measurements.	<u>DFCCIL</u> shall intimate about the working hour well in advance preferably one day in advance. Before the end of each day's work the contractor shall be advised in writing by the Employer, of the commencement time and duration of the following day's occupation(s). Contractor shall be allowed sufficient time on- track to calibrate and adjust the machine as part of the preventive maintenance of the machine. This time will be outside the scheduled occupation periods and will not be included in any of the contract measurements.
66	1.6.1 of SCC O&M phase at Page 114 of 211	All terms and condition for post warranty O & M of UNIMAT shall be same as in case O & M of machine under warranty	All terms and condition for post warranty O&M of machine shall be same as in case O&M of machine under warranty.
67	1.6.5 of SCC of O & M phase at page No. 114 of 211	The timings of the shift are not fixed and will change depending upon corridor block timings. However overall shift time shall be 8 Hrs. in a day. Roster of shift shall be issued by the respective field unit on weekly basis	The timings of the shift are not fixed and will change depending upon corridor block timings. However overall shift time shall be 8 Hrs. in a day <i>(on weekly average basis)</i> . Roster of shift shall be issued by the respective field unit on weekly basis
68	1.6.7 of SCC O&M phase at Page No. 114 of 211	The Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the Machine from antisocial during working and stabling of machine in DFCCIL yard from time to time. Contractor has to ensure 24X7 safety and security of machines during complete O & M phase.	The Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the Machine from anti-social during working and stabling of machine in DFCCIL yard from time to time. Contractor has to ensure 24X7 safety and security of machines during complete O & M phase. If, contractor have procured any insurance for safety and security of Machines, then it will be reimbursed to contractor on actual cost basis for which contractor has to submit the Machine insurance invoice copy.
69	1.6.10 of SCC	All tools and plants, drawings, manuals which are supplied by the DFCCIL are to be handed over back in good condition after expiry of the contract period to authorized DFFCIL unit.	The machine in good working condition without over due schedule of 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH and POH shall be handed over back to DFCCIL after expiry of the contract period,



	O&M phase at Page No. 114 of 211		otherwise cost of over due schedule will be recovered from payment due to Contractor
70	1.6.16 of SCC O&M phase at Page No. 115 of 211	One 4-wheeler vehicle in good condition with proper road permit and insurance (Safari/ Scorpio or similar) for transporting men and material required for day to day working will be provided by contractor during O & M period for use by O & M crew and DFCCIL Inspectors (on machine) without any extra payment.	One 4-wheeler vehicle in good condition with proper road permit and insurance for transporting men and material required for day to day working will be provided by contractor during O & M period for use by O & M crew (on machine) without any extra payment. The cost of fuel required for 4 wheeler has to be borne by contractor himself.
71	1.7.1 of SCC O&M phase at Page No. 115 of 211	All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning.	All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning. In case this contractor request DFFCIL to arrange the same from IR, then if possible, for DFC it will be arranged by DFCCIL on the cost of contractor. The Pit facility will be provided by DFCCIL free of cost at New Dadri or any other station of DFC.
72	1.7.3 of SCC O&M phase at Page No. 115 of 211	Daily maintenance will be done before start of Machine operations. Other schedule maintenance (weekly, 50 Hrs, 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH (2000 Hrs) and POH are to be performed at appropriate time intervals in the balance time available after offering the machine for operational activities. 8 Hrs working time does not include time required daily routine maintenance activities.	Daily maintenance will be done before start of Machine operations. The weekly, 50 Hrs, 100 Hrs, 200/250 Hrs Schedule maintenance are to be performed at appropriate time intervals in the balance time available after offering the machine for operational activities. 8 Hrs working time does not include time required daily routine maintenance activities.
73	1.7.6 of SCC of O&M phase at Page No 116 of 211	The contractor shall be responsible towards mounting and dismounting of good/ unserviceable components/ parts / materials on the machines. Firm shall be responsible for providing sufficient number of consumables, serviceable components/ parts/materials on the machines to minimize break down or delay	The contractor shall be responsible towards mounting and dismounting of good/ unserviceable components/ parts / materials on the machines. <a href="Mountain: Contractor">Contractor</a> shall be responsible for providing sufficient number of consumables, serviceable components/ parts/materials on the machines to minimize break down or delay
74	1.7.9 of SCC O&M phase at Page No. 116 of 211	Contractors is allowed to use existing infrastructure including pit at DFCCIL Track Machine Maintenance Depots facility free of cost, if available.	Contractors is allowed to use <b>DFCCIL Track Machine Maintenance</b> infrastructure available at free of cost, if it is free when contractor needs the same.
75	1.8.4 of SCC O&M phase at Page No. 116 of 211	The contractor shall complete a standard daily report accurately depicting operational times, delays, reasons for 'NO work', machine availability, progress achieved by each track machine and track labour. DFCCIL representatives will also sign this report on a daily basis. In case of difference of opinion, he will write his observations on the daily report submitted by the contractor for his signature. The signed joint daily report shall be the basis for invoicing and shall constitute DFCCIL's	The contractor shall <b>compile and submit</b> a standard daily report accurately depicting operational <b>timings</b> , delays, reasons for 'NO work', machine availability, progress achieved by each track machine <b>and maintenance input given to machine</b> . DFCCIL representatives will also sign this report on a daily basis. In case of difference of opinion, he will write his observations on the daily report submitted by the contractor for his signature. The signed joint daily report shall be the basis for invoicing and shall constitute DFCCIL's acceptance of day-to-

		acceptance of day-to-day work apart from the completion of scheduled maintenance in timely manner. Daily progress and history shall be mailed to the nominated DFCCIL official/s along with weekly and monthly progress reports in the prescribed format.	day work apart from the completion of scheduled maintenance in timely manner. Daily progress and history shall be mailed to the nominated DFCCIL official/s along with weekly and monthly progress reports in the prescribed format. The output during actual tamping timing shall not be less than 90%( individual block) and 95% (on monthly average) of rated output indicated by OEM of Machine.
76	1.9.1 of SCC of O&M phase at Page No. 116 of 211	It is important to note that all spares & consumables except HSD oil would be provided by the Contractor under item NO 3/5 of SOR during the O&M period. The Contractor must ensure that spares are properly budgeted keeping in mind the DFCCIL working and environmental conditions	It is important to note that all spares & consumables except HSD oil would be provided by the Contractor under item <u>No.</u> 3/5 of SOR during the O&M period. The Contractor must ensure that spares/ <u>consumables</u> are properly budgeted keeping in mind the DFCCIL working and environmental conditions
77	1.10 of SCC O&M phase at Page No. 117 of 211	HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than 2.5% w.r.t. rated HSD requirement per hours.	HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than 5% (individual day) and 2.5% (on monthly average) of rated HSD requirement per hours by OEM. If this limits shoots, then contractor has to do engine overhaling even if not due as per schedule in order to bring the HSD consumption with prescribed limits mentioned above in this clause.
78	1.11.3 of SCC of O&M phase at page No. 117 of 211	Before start of new site/ shifting of machine base stabling siding, a program will be prepared by the contractor in consultation with sectional APM of DFCCIL and got signed by both the Contractor and DFCIIL which will include the following:	Before start of new site/ shifting of machine base stabling siding, a program will be prepared by the contractor in consultation with sectional APM of DFCCIL and got signed by both the Contractor and <b>DFCCIL</b> which will include the following:
79	1.13 (item No. 5) of SCC of O&M phase at page No. 118 of 211	National Holiday ( 15 <sup>th</sup> Aug, 2 <sup>nd</sup> Oct. and 26 <sup>th</sup> Jan)	National Holiday ( 15 <sup>th</sup> Aug, 2 <sup>nd</sup> Oct. and 26 <sup>th</sup> Jan <u>only 3 days</u> )
80	1.14 of SCC of O&M phase at page No. 118 of 211	The contractor will offer a machine for working to DFCCIL. If the machine is not able to work on account of any reason, it will be recorded jointly by contractor's representative and authorized DFCCIL staff. The progress will be monitored on a quarterly basis for each machine. The machine will be considered as available if days are lost on account of natural reasons (i.e like heavy rains etc), statutory reasons, force majeure conditions, derailment (on account of DFCCIL) and other DFCCIL accounts. In every month, 25 days are estimated to be working day (including Sundays). No penalty will be levied on the contractor for loss of working days on account of DFCCIL, technical	Recovery for days lost  The contractor will offer a machine for working to DFCCIL. If the machine is not able to work on account of any reason, it will be recorded jointly by contractor's representative and authorized DFCCIL staff. The progress will be monitored on a quarterly basis for each machine. The machine will be considered as available if days are lost on account of natural reasons (i.e like heavy rains etc), statutory reasons, force majeure conditions, derailment (on account of DFCCIL) and other DFCCIL accounts. In every month, 25 days are estimated to be working day (including Sundays). No penalty will be levied on the contractor for
		E	Page 22 of 34

		requirement, natural reasons, statutory reasons and Force Majeure conditions. If any machine is not available for a minimum of 75 days in a quarter (quarter will start from date of commissioning of machines) on contractor account, the payment of item No. 2/4 of SOR will be reduced proportionally. For example, if machine is available for only 70 days, the reduced payment will be = (70/75) X the monthly payment shown in SOR item No. 2/4 SOR. In case in contactor has made availability of machine for working for more than 75 days in subsequent quarter, then recovery already deducted in previous quarters will be returned back for no of days in excess of 75 days. The format of Quarterly availability of Machine Certificate is detailed in <b>Annexure-CA15</b> .	loss of working days on account of DFCCIL, technical requirement, natural reasons, statutory reasons and Force Majeure conditions. If any machine is not available for a minimum of 75 days in a quarter (quarter will start from date of commissioning of machines) on contractor account, the payment of item No. 2/4 of SOR will be reduced proportionally. For example, if machine is available for only 70 days, the reduced payment will be = (70/75) X the monthly payment shown in SOR item No. 2/4 SOR. In case in contactor has made availability of machine for working for more than 75 days in subsequent quarter, then recovery already deducted in previous quarters will be returned back for no of days in excess of 75 days. The format of Quarterly availability of Machine Certificate is detailed in <b>Annexure-CA15</b> .
81	1.15.1 of SCC O&M phase at Page No. 119 of 211	For overall supervision, control and management of track machines and work, contractor shall deploy one qualified graduate engineer having Degree in Civil engineering/Mechanical/Electrical/Industrial engineering along with overall working experience of 3 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month ( for part of month- on prorata basis) per supervisor duly updated for PVC applicable for item No. 2/4 of SOR as per item No. 9.7.3 of ITB or part thereof will be imposed. Dy.CPM/DFCCIL is also empowered to stop the work with associated penalties under situation of shortage of qualified track supervisor/s.	For overall supervision, control and management of <b>all 4</b> track machines and <b>contract</b> , contractor shall deploy one qualified graduate engineer having Degree in Civil engineering/Mechanical/Electrical/Industrial engineering along with overall working experience of 3 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month (for part of monthon prorata basis) per supervisor duly updated for PVC applicable for item No. 2/4 of SOR as per item No. 9.7.3 of ITB or part thereof will be imposed. Dy.CPM/DFCCIL is also empowered to stop the work with associated penalties under situation of shortage of qualified track supervisor/s.
82	1.20 of SCC O&M phase at Page No. 121 of 211	Only siding track for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. The arrangements for security shall be made by the Contractor at his own expenses. Water supply arrangements may be made by contractor at his own cost and if connection will be provided by DFCCIL a lump sum charge of Rs. 5,000/- will be taken per month. The electricity charges as per actual meter readings as per applicable rates of State Electricity Board will be borne and paid by contractor in case DFCCIL power is being utilized.	Only siding track for stabling, repair and maintenance of the track machine shall be provided by the DFCCIL free of charge. The arrangements for security shall be made by the Contractor at his own expenses. Water supply arrangements may be made by contractor at his own cost and if connection will be provided by DFCCIL a lump sum charge of Rs. 1,000/- will be taken per month. The electricity charges as per actual meter readings as per applicable rates of State Electricity Board will be borne and paid by contractor in case DFCCIL power is being utilized.
83	1.21 of SCC O&M phase at Page No. 121 of 211	Storage for spare parts: Contractor should make his own arrangements for storage of spare parts, materials etc. at his own cost. A open space of size 250 sqft (approx.) will be provided for storage of spares at nearest IMD/IMSD free of cost.	Storage for spare parts: Contractor should make his own arrangements for transportation and adequate storage of spare parts, materials etc. at his own cost.



84	1.24.1 of SCC of O&M phase at page No 122 of 211	In case of termination of contract on Contractor Account no compensation, payments will be made, except payments for works already done conforming to contract agreement. In case of termination on contractor account, will also be forfeited in terms of contract agreement	In case of termination of contract on Contractor Account no compensation, payments will be made, except payments for works already done conforming to contract agreement. In case of termination on contractor account, the <a href="Security deposit (if available">Security deposit (if available) and PG</a> will also be forfeited in terms of contract agreement
85	1.26.4 of SCC of O&M phase at page No. 123 of 211	It may also be noted that works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway/DFCCIL, in such a way that they do not hinder Railway/DFCCIL operation or affect the proper functioning of or damage any Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the employer.	1.26 Infringement  It may also be noted that works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway/DFCCIL, in such a way that they do not hinder Railway/DFCCIL operation or affect the proper functioning of or damage any Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the employer.
86	CI .1.27 of SCC of O&M phase at page No 123 of 211	1.27 Change in law	1.28 Change in law
87	1.29. 2 of SCC O&M phase at Page No. 123 of 211	In case DFCCIL is shifting machine form one section to other section of DFCCIL, all transit expenses are to be born by DFCCIL. The time taken for shifting of machine will be considered as free time.	In case DFCCIL is shifting machine from one section to other section of DFCCIL, all transit expenses are to be borne by DFCCIL. The days taken for shifting of machine will be considered as availability for the purpose of counting 25 days."
88	1.30 of SCC O&M phase at Page No. 123 of 211	1.30 Warrantee / Defect Liability Period  1.30.1 The Contractor shall warranty that all the spares supplied under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards / specifications for the contracted work and in full conformity with the technical specifications, and other contract stipulations, for a period of 6 months from the date of providing the component in machine, whichever is earlier. Warranty excludes normal wear and tear, rubber parts.	The complete existing clause 1.30 of SCC O&M phase is deleted and new clause will be as under:  1.30 Warrantee / Defect Liability Period  "Since the DFCCIL is paying the material cost vide item No. 3/5 on lumpsum basis, so the Defect liability clause will not be applicable beyond 2 years of commissioning subjected to clause No. 1.6.10 of SCC O & M phase."
		1.30.2 During the period of warranty falling in the contract period the Contractor shall keep available an experienced engineer / man power	



to attend to any defective spares supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.

- 1.30.3 During the period of Warranty the Contractor shall be liable for the replacement of any part at site, of any parts supplied by the Contractor which may be found defective of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected faulty/not as per specifications during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- 1.30.4 If it becomes necessary for the Contractor to replace or renew any defective portion/part/spare until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later. Such an extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager / General Manager, /, CPM or his

		successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults.	
		1.30.5 The repaired or renewed parts/spares shall be delivered / supplied and erected/ executed on site free of charge by the contractor.	9E
		1.30.6 Any materials, fittings, components or equipment's supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to resupply of components installation and fittings.	
89	CI .1.31.3 (item No. 5) of SCC of O&M phase at Page No. 125 of 211	The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.	The obligations imposed by sub-clause <u>1.31.1 and 1.31.2</u> above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
90	CI .1.32.3 (item No. 5) of SCC of O&M phase at Page No. 125 of 211	If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice. The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.	If as a result of any claim arising out of any reasons stated in 1.32.2 above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice. The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.
91	CI .1.32.4 (item No. 5) of SCC of	The rejected parts will be a property of Contractor/OEM only if it is replaced under warranty. In such cases, Contractor will be responsible to collect the rejected goods and disposal however DFCC will extend all possible support in this process.	The rejected parts will be a property of Contractor / OEM only if it is replaced under warranty. In such cases, Contractor will be responsible to collect the rejected goods and disposal however <a href="https://doi.org/10.2016/journal.com/">DFCCIL</a> will extend all possible support in this process.

	O&M phase at Page No. 125 of 211											
92	Item No. 7 Index to ANNEXURE S TO THIS TENDER Page No. 127 of 211	CON	TRACT	(2007년 12년	ARANTEE FOR 109 ACHINES TOWARD		ted.					
93	Item No. 6 of Annexure T- 1 of RFP at Page 130 of 211	ар	olicable till o	date of finalization o		date conf be e and class	I/WE full fill the provisions of Make in India Policy as applicable til date of finalization of tender. I/We [Name of Bidder] hereby confirm that overall Local Content is					
94	Annexure- T5B at page No.142 of 211	CON	TRACT		ARANTEE FOR 109 ACHINES TOWARD		exure delete	ed.				
95	Annexure T- 9 of RFP at Page No.	(		ning Schedule of N twork (As per Claus	Machines on DFCCIL e 5.2 of ITB)	Cor	Commissioning Schedule of Machines on DFCCIL network (As per Clause 5.2 of ITB)					
	155 of 211	SN	Machine	Delivery on DFCCIL network	Planned date of Commissioning on DFCCIL network	SN	Machine	Planned date of Delivery on DFCCIL network	Planned date of Commissioning on DFCCIL network			
		1	1 <sup>st</sup> Machine	In 5 <sup>th</sup> Quarter from date of Award of work	In 6th Quarter from date of Award of work	1	1st & 2 <sup>nd</sup> Machine	In 6 <sup>th</sup> Quarter from date of Award of work	In 7 <sup>th</sup> Quarter from date of Award of work			
		2	2 2 <sup>nd</sup> In 6 <sup>th</sup> Quarter from In 7 <sup>th</sup> Quarter from date of Machine date of Award of Award of work		of 2	3 <sup>rd</sup> & 4 <sup>th</sup> Machine	In 7 <sup>th</sup> Quarter from date of Award of work	In 8 <sup>th</sup> Quarter from date of Award of work				
		3	3 <sup>rd</sup> Machine	In 7 <sup>th</sup> Quarter from date of Award of work	In 8 <sup>th</sup> Quarter from date of Award of work	Sign	Signature of Bidder					
		4	4 <sup>th</sup> Machine	In 7 <sup>th</sup> Quarter from date of Award of work	In 8 <sup>th</sup> Quarter from date of Award of work	ıf						
				work	Signature of Bidde							

00	14 NI F	Have you submitted the Desired Desired (Desired 4.4 (6)	D.I.I.I
96	Item No. 5	Have you submitted the Banker's Report? (Para 4.1 (b) o	
	Index to	'Instructions to Bidders' Tender Documents Part-II) as per	
	ANNEXURE	Annexure-T7C	
	-T12 at		
	Page No.		
	162 of 211		
97	Item No. 20	Have you submitted signed and stamped self-certified copy of	Have you submitted signed and stamped self-certified copy of duly filled
	Index to	duly filled in Annexure-T6, Bid document Part II and noted cl	in Annexure-T6, Bid document Part II and noted cl. 24.1 (iii) of ITB
	ANNEXURE	24.1.2 (iii) of ITB	in fillional of the document and file and file and the control of
	-T12		
	at Page No.		
	162 of 211		
98	Item No. 33	Have you seen Maintenance schedule for machine as no	Have you seen Maintenance schedule for machine as per Annexure-
30	Index to	Annexure-T12	T10
	ANNEXURE	/ HILLYOM V I IA	110
	-T12 at		
	16 Maria 1700		
	Page No.		
-00	163 of 211	Cocond Down is an Original Equipment Manufacture "OCAA"	Occasion Destrict an Ocialization in the Control of
99	Item C of	Second Party is an Original Equipment Manufacturer "OEM" of	
	Annexure-	Point and Crossing Tamping Machine and represents successful	Crossing Tamping Machine and represents successful completion of
1	TC1 at Page	completion of supply of said track maintenance machine to Indian	
	No. 164 of	Railways	Railway System of world
	211		
100	Annexure-		
	TC5 at Page		
	No. 170 of		ANNEXURE – TC5
	211	ANNEXURE - TC5	
			(Please see clause 4.2 (a) of Instructions to Bidders)
		(Please see clause 4.2 (a) of Instructions to Bidders)	PROFORMA FOR PERFORMANCE STATEMENT
		PROFORMA FOR PERFORMANCE STATEMENT	
1 3			
			Tender No Date of opening
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		Sr.No.	Order placed by (Full Address with e- mail and numbers	Order No. & Date	Description& Quantity of machines ordered	Value of order (tendered item)	Date of completion n of delivery & Commissioning As per actual contract	Delivery of first machi ne in the order	Com missioning of first machine in theorder	Remarks indicating reasons for late delivery a commissioning, if any.	Has the equipment been satisfactorily commissioned is it giving trouble free service in last five years	Location of Service centers, list of engineers employed for the purpose etc., along with contact details	Location of Spares stocking depot	Sr.No.	Order placed by (Full Address with e- mail and contact numbers	Order No. & Date	Description& Quantity of machines ordered	Value of order (tendered item)	Date of completion of delivery & Commissioning As per actual contract	Delivery of first machine in the order	Commissioning of first machine in the order	Remarks indicating reasons for late delivery ar commissioning, if any.	Has the <u>machine</u> been satisfactorily commissioned a giving trouble free service in last five years	Location of Service centers,, list of engineers employed for the purpose etc., along with contact details	Location of Spares stocking depot
101	Item 1 of Annexure- TC7 at page No. 172 of 211									2. Se be si	declar  Signature  lote: Perform (TOD) other other elf-certifie ubmitted.	and nance back than d copi	seal of period wards countries of are t	of the d of <u>s</u> up to ry of indate o	Bidder  even ye the date corporal f commis	ed as ars sh e of co tion. ssionir	per p all be mmissing of n of de	reckone reckone sioning or nachines eviation	d from the foffered and satisfies from	e date of T machines in sfactory per the req	ender of two co				
102	Item 2 of Annexure- TC7 at page	The following are the particulars of deviations from the requirements of the Instructions to Bidders, General, Special Conditions of Contract and, Special Conditions of Contract for O&M phase: -								the Con	Instruc	tion	s to I	Bidd	ers, G	ener	al Co	ondition	ns of <u>C</u>	the req contract ssioning	and :				

	No. 172 of 211													
103	Item 3 of Annexure- TC7 at page No. 172 of 211		ollowing are the particulars of ements of technical specifications of			from the <u>Del</u>	<u>eted</u>							
104	Breakage of item No. 1	Existing RFP Provision												
	table of Annexure- FB at page No 174 of 211	Item no.	Description	Unit	Qty	Price per u including all except Cust duty/GST (In	all cost duty/GST Custom ( in Rs)		Total unit process including Custom /GST (in Rs)	Total value of offer (in Rs)	Delivery period			
		1	Design, manufacture, Design, manufacture, supply, testing & commissioning of New Point and crossing Tamping (PCTM), & Training of DFCCIL Personnel		4 4	5	5 6		7=5 + 6	8 = 6 X 7 6(b)	9			
			Imported Portion						N/A					
			Indigenous Portion					N/A						
			Total											
		<u>Modified</u>												
		Item no.	Description	Unit	Qty	Price per unit including all cost except Custom duty/GST (In Rs)	Cust dut ( in F	y (in R		Total value of offer (in Rs)	Delivery period			
		1	2	3	4	5	6	7	8=5 + 6 +7	9 = 8 X 4	10			
			Design, manufacture, Design, manufacture, supply, testing & commissioning of New Point and crossing Tamping (PCTM), & Training of DFCCIL Personnel	Nos	4									



		Imported Portion								
		Indigenous Portion			N/A					
		Total								
105	Note No.1 below item No.1 of SOR of Annexure- FB at page No. 176 of 211	Bidders have to quote GST rates/Avg. GS (for indigenous portion only), 2 to 5 of SOI not quote GST on any item of SOR, ther Bidder will be treated as inclusive of GS rate will be taken for tender evaluation p GST would be paid on individual spares at the time of supply, based on actual mather rate declared by the Bidder in the detailed Spare part list (as per Cl. 19.1 lower."	R. In case Bid basic rate of T. This aver urpose only. as per rate a aterial HSN of separately	dder does quoted by age GST However applicable code or at uploaded	not quote GST on any item of SOR, then basic rate quoted by Bidder will be treated as inclusive of GST. This average GST rate will be taken for tender evaluation purpose only. However GST would be paid for item No 2,3,4,5 as per rate applicable a the time of payment or the rate declared by the Bidde					er does oted by ST rate er <u>GST</u> able at Bidder
106	Note No.vi below item No1 of SOR of Annexure- FB at page No.177 of 211	The foreign exchange needed for the impand import license where necessary, state contractor. The DFCCIL will, hower equired in this regard Clause – 15 of Bidders'.	anged by ssistance	and import license where necessary, should be arranged by the contractor. The DECCII will however render assistant						
107	Note No. vii below item No1 of SOR of Annexure- FB at page No.177 of 211	Figures in columns 5, 6, 7 and 8 shot and words. In case of discrepancy in rand figures, the rates quoted in words s	in words							
108	Annexure- TS10 at page No.	Scope of Training to be im Manufacturer/supplier to DFC0		el	Scope of Training to be imparted by Manufacturer/ <u>Contractor</u> to DFCCIL Personnel					tor to
	190 of 211	The training program shall consist of the	The training program shall consist of the following modules-							





## 1. For Senior Engineering officers of DFCCIL-

Four senior DFCCIL personnel shall be given training for a period of two weeks in manufacturing plant of manufacturer/supplier and/or affiliated institute/training centers and field operation where the machines are already in operation. Broad scope of this training shall be to provide quality training in the areas of management of tamping, machine familiarization, machine utilization, managerial aspects of operation and maintenance of the machine, tamping strategy, best practices for optimal performance, reporting, quality control, producing quality track profiles, progressive review of tamping strategy program, important safety aspects, vendor support.

## 2. For Track Machine Organization Personnel

This training will cover operation and maintenance of the machine. The broad scope of this training will be as under:

- Machine's general arrangement including air systems, mechanical systems, hydraulic systems, electrical systems, rail measurement systems, controls etc.
- Operation of the machine in working mode (tamping) and travel mode.
- Maintenance and overhauling of machine.
- Trouble shooting skills.
- · Responses of emergency situations
- · Basics of producing quality track profiles.

The training will be conducted as per following sub-modules-

- 2.1. In India, 4 DFCCIL's personnel per machine shall be given training for a period of Three weeks at contractors manufacturing premises about machine assembly line in different shops, operation, repair, and maintenance.
- 2.2. In India, training of 4 DFCCIL's personnel per machine for four weeks will be given in operation and maintenance of the machine. Out of four weeks, at

# 1. For Senior Engineering officers of DFCCIL-

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- Operation of the machine in working mode (tamping) and travel mode.
- c. Maintenance and overhauling of machine.
- d. Trouble shooting skills.
- e. Responses of emergency situations
- f. Basics of producing quality track profiles.

The training will be conducted as per following sub-modules-

- 2.3. 4 (four) nos of DFCCIL's personnel shall be given training for a period of Three weeks at contractors manufacturing premises about machine assembly line in different shops, operation, repair, and maintenance.
- 2.4. <u>Training</u> of 4 DFCCIL's personnel per machine for four weeks will be given in operation and maintenance of the machine. Out of four weeks, at least two weeks training will be imparted at the site of commissioning of the machines and has to be completed before commissioning of machines. The remaining period of training will be imparted in one or two modules spread

least two weeks training will be imparted at the site of commissioning of the machines and has to be completed before commissioning of machines. The remaining period of training will be imparted in one or two modules spread over warranty period in the form of refresher/updating training at the time of delivery of each machine. Details of the proposed program should be given in the offer.

### 3. For P-Way Personnel

This training will cover design, planning, quality control, monitoring and review of tamping program. The broad scope of this training will be as under:

- Technical aspects of track tamping and the benefits
- Designing of optimal track profiles
- Establishment of test sites and monitoring
- Designing tamping strategies and program he training will be conducted as per following submodules-
- 3.1. DFCCIL's personnel per machine shall be given three weeks training at manufacturer's premises and/or affiliated institute/training centre, this training shall include taking track profile, wheel profile, work on simulation software for different contact location of rail-wheel interface, designing theory for developing required track profiles and such other aspects in the contract.
- 3.2. In India training for 4 DFCCIL's personnel per machine for six weeks will be given at site of tamping /DFCCIL premises. This training includes taking track profile prepost tamping and use of other handheld gadgets for inspection of track before and after, how to maintain data base for tamping quality, for establishing efficient tamping Management system on DFCCIL for each machine. This module of training may be staggered in suitable phases

over warranty period in the form of refresher/updating training at the time of delivery of each machine. Details of the proposed program should be given in the offer.

#### 3. For P-Way Personnel

This training will cover design mode <u>tamping</u>, <u>guality control during</u> <u>tamping</u>, <u>monitoring and review</u> of tamping program. The broad scope of this training will be as under:

- Technical aspects of track tamping and the benefits
- Designing of optimal track profiles
- Establishment of test sites and monitoring
- Designing tamping strategies and program
   he training will be conducted as per following sub-modules-
- 3.1 DFCCIL's personnel per machine shall be given three weeks training at manufacturer's premises and/or affiliated institute/training centre, this training shall include taking track profile, designing theory for developing required track profiles and such other aspects in the contract.
- 3.2 <u>Training</u> for 4 DFCCIL's personnel per machine for six weeks will be given at site of tamping /DFCCIL premises. This training includes taking track profile pre-post tamping and use of other handheld gadgets for inspection of track before and after, how to maintain data base for tamping quality, for establishing efficient tamping Management system on DFCCIL for each machine. This module of training may be staggered in suitable phases prior to supply of machines, post supply and mid warranty review/refresher.



Note No 1 and 2 below Annexure- CA12 at page No. 205 of 211	should not be included in Bidder's quote.  1. The bidder shall keep in view the seek	program along with their offer. The topics, detailed content of training demonstrations, site visits and hands-on experience should be elaborated in detail in the offer. The names of manufacturing premises affiliated institute/training centre where abroad training is proposed to be conducted should be detailed in the training proposal in the offer. Further details of places where field visits, demonstrations, hands on experience etc are proposed to be conducted may be submitted within 90 days of signing the contract agreement.
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J-14/3/2024

Arun Kumar Tiwari General Manager/Tech