



*डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लिमिटेड*  
(रेल मंत्रालय का उपक्रम)  
**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**  

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**(AN UNDERTAKING OF MINISTRY OF RAILWAYS)**

**Reply of Pre-Bid Meeting**

**Tender notice No.** TDL-EN-CTM-24-27-R2 dated 22.03.2024.

**Name of work:** - Long Term Comprehensive Maintenance Contract for Track assets in the Section of New Bhaupur to New Khurja (338 Route Km) including Sidings, loop lines, link lines etc. for Three years in EDFC under CGM/Tundla.

**List of the bidder who has participated in the Pre-Bid meeting-1 Dated 01.04.2024.**

S no.	Name	Organisation
1	NIL	NIL

**List of the bidder who has participated in the Pre-Bid meeting-2 Dated 12.04.2024.**

S no.	Name	Organisation
1	Sachin Jain	M/S SK JAIN Project Pvt. LTD



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S no.	Name of the Bidder	RFP clause no	Bidder Queries	DFCCIL Reply
1	M/S SK JAIN Project Pvt. LTD.	Para 1.10 at page no. 6 read with clause 16.4 of GCC	The amount of performance guarantee to be submitted is 10 percent. Since the instant contract is a 'works contract' in terms of GCC, therefore PG to be submitted by successful tenderer should be 5 percent in terms of GCC 2022. Further, the PG to be submitted should be on pro-rata basis for every year. 2. Moreover, clause 16.4 of GCC provides PG submission of 5% of the value of contract. Accordingly, increasing the PG amount to 10% is beyond clause 16.4 of GCC and the PG circular issued by Railway board. Also, 10 percent PG will ipso facto increase the price of the bid.	<b>The provision of PG and SD revised. Now PG and SD for this work will be 5% of contract value. Necessary correction in RFP will be made in Corrigendum-1</b>



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2	M/s SK JAIN Project Pvt. LTD.	Point no. 9 of Scope of work at pg no. 17: Keyman patrolling and other type of patrolling are not covered in scope of work. DFCCIL will deploy Key man for inspection and watch of track condition, but keyman is not supposed to recoup missing fittings or tightening of loose fittings. The responsibility of recouping missing fittings or tightening of loose fittings rests with contractor	Who will inform about the missing fitting. Ideally the responsibility of informing to the maintenance contractor will be that of the Patrolmen. Please clarify	Intactness of fittings will be Contractor's responsibility. The DFCCIL will deploy his own keyman for daily patrolling activity only. The exiting provision of RFP is adequate.
3	M/S SK JAIN Project Pvt. LTD.	Point no. 9 of Scope of work at pg no. 17:	We want an assurance that there will be no delay on part of DFCCIL to lodge an FIR. The same has to be done within a reasonable period	Existing relevant provision of RFP is OK.



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4	M/S SK JAIN Project Pvt. LTD.	Point no. 11 of Scope of work at pg no. 17:	What all activities are covered in 'safety management', please elaborate	The details of activities under safety management are laid down in RFP Clause No. 1.8.3 of chapter-VIII, Part-I of RFP
5	M/S SK JAIN Project Pvt. LTD.	Clause 36(2) pg no. 55	The contractor has to be paid 100 percent of the amount for the first 3 months. This is for the reason that we cannot let go off the resources and other staff. The salary cost in the entire contract is much above 50 percent, so restricting the payment to 50 percent in case of suspension will cause huge financial burden on the contractor	This is service contract related to maintenance of track. Since DFCCIL has to run the trains 7 X 24X365. So issue of suspension will not arise. <b>Hence clause 36(1), 36(2) and 36(3) of GCC is proposed for deletion.</b>
6	M/S SK JAIN Project Pvt. LTD.	Clause 36(3) pg no. 56	In case, if the suspension is lasting for more than 3 months, the contract shall be treated as foreclosed.	Same as of above item No 5
7	M/S SK JAIN Project Pvt. LTD.	Clause 42(2) Page no. 58	Variation above 25% and 40% will not entail deduction of 2% and 4% respectively. Please clarify.	The existing clause 42 (2) (of chapter-IV, part-I of RFP) clearly says that for variation above 25%, rate has to be mutually agreed.
8	M/S SK JAIN Project Pvt. LTD.	Clause F of SCC at pg no. 80	IMR of AT/FBW joints should require imposition of SR. Please clarify that contractor shall not be held responsible if during the period of SR any eventuality occurs.	The actions to be taken for getting information about USFD defects are clearly laid down in clause. 2.1.16 of Chapter-I (Maintenance Standards of Track maintenance), part-II of RFP. The existing RFP provisions on this aspect is adequate.



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9	M/S SK JAIN Project Pvt. LTD.	Para (i) 1.6.1 at page no. 88	Para (i) 1.6.1 at page no. 88 provides for tamping of track for a length of 0.5 times of total length. However, BOQ provides for only 25000 TRM. Request you to please remove the said discrepancy by either making corrections in the BOQ or in the aforesaid para.	The existing RFP provisions on this aspect is clear and no ambiguity exit in it.
10	M/S SK JAIN Project Pvt. LTD.	Para P of clause 1.6.1 at page no. 88	Please clarify what is valid calibration certificate for quality and safety of assets.	The existing RFP provisions on this aspect is clear and no ambiguity exit in it.
11	M/S SK JAIN Project Pvt. LTD.	Para Q of page no. 88	Please provide the specific reporting format. It is understood that there is no reporting to be done on any of the app or website of DFCCIL.	DFCCIL will provide software / format to monitor the progress.
12	M/S SK JAIN Project Pvt. LTD	Para Y at page no. 88 (VERY IMPORTANT)	Separate costs needs to be apportioned to the monsoon protection material as given in Annexure-III. Just the material cost for 3 years will be around 3 crores approx. Further, Poclain can be used for more than 1000 HOURS and thus will not make is financially feasible for the contractor to deploy poclain. Provision in contract shall be incorporated that for monsoon protection, an identified amount shall be paid and payment of poclain shall be based on an hourly or daily basis.	The existing RFP provisions on this aspect is clear and no ambiguity exit in it. However for better underrating the Annexure- 3 of RFP will be modified in <b>Corrigendum -1</b> .
13	M/s SK JAIN Project Pvt. LTD	Clause 1.6.3.4	Reports as given in clause 1.6.3.4 shall not involve hiring of any specialised agency.	The existing RFP provisions on this aspect is clear and no ambiguity exit in clause 1.6.3.4.



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				The bidders understanding about this clause is correct.
14	M/S SK JAIN Project Pvt. LTD	Clause 1.6.10.3	Penalty specified is too high. Penalty/ damages to contractor should be same as specified in para 1.7.6 vis-à-vis para 1.6.10.3	<b>Necessary correction in RFP will be made in Corrigendum-1</b>
15	M/S SK JAIN Project Pvt. LTD	Clause 1.8.1.3 at pg no. 96	Taking over period is of 90 days. Please clarify that in case of any eventuality in such taking over period, the contractor shall not be responsible and his KPI should not get adversely impacted.	The payment on this basis of KPI will only start, once the section is officially handed over to contractor for maintenance by DFCCIL subjected to clause 1.8.1.3 and 1.8.1.4 of Chapter-VIII (Contractors obligations) , Part-I of RFP.
16	M/S SK JAIN Project Pvt. LTD	Clause 1.8.4.6	Time period for regular mock drill to be conducted by contractor shall be defined in the contract.	The details of mock drill will be the part of Safety Management System which contractor has to submit after award of work based on DFCCIL Manual of Safety/Railways
17	M/S SK JAIN Project Pvt. LTD	Para 2.1.6	Second bullet of the said para provides for securing of AT welds by Joggled fish plates. Please clarify, who will provide the said fish plates.	All type of rail, sleepers, p-way fitting and fixtures are to be supplied by DFCCIL free of cost at DFCCIL designated stores.
18	M/S SK JAIN Project Pvt. LTD	Annexure-II	Track machine rentals to start from time when the machine reaches the site and not when the same reaches the jurisdiction of concerned CGM.	Agreed. The contractors time will start the hiring period will start once machine is brought by DFCCIL at DFCCIL station from which MC has to go for block working for contractors identified 1st location and till last when contractor give written notice that machine is



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				not needed any more. For this change, <b>Annexure- II</b> is proposed to be modified through <b>Corrigendum -1</b>
19	M/S SK JAIN Project Pvt. LTD	Annexure IV	1. Items given in serial no. 45 to 55 (safety boards) shall be taken by DFCCIL on payment basis. Therefore, please incorporate these items in the BOQ. Also, clarify who will provide the angles for these safety board and the cost of installation will be in scope of contractor for which they will be paid as per USSOR or in the scope of DFCCIL. 2. Off track tamper as provided in sr. no 88 provides that the same shall be of BOSCH and generator-based tamper of Yato. These products have become redundant as on date and RDSO also in the year 2022 has delisted these items. 3. Further, HACKSAW type rail cutting machine as given in serial no 73 has become redundant with the usage of disc type of cutting machine. 4. Also, quantity of various equipment's is way too high and cannot be used in the routine maintenance in the currency of contract. Please clarify on aforementioned aspects.	Annexure-IV is proposed to be modified vide <b>Corrigendum-1</b>

I/283630/2024



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20	M/S SK JAIN Project Pvt. LTD	Annexure-V (Page no. 205)	Response time for removal of IMR shall be 72 hours instead of 48 hours. This is for the reason that USFD report when shared will not have only one single IMR. The same may have multiple IMR and removing all the IMR in 48 hours will not be practical and feasible.	The existing RFP provisions on this aspect is clear and no change is needed in it.
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Please visit IREPS portal and DFCCIL website for any addendum/ corrigendum issued or for more clarification/information.

**(Sandeep Chauhan)**  
**General Manager/Co-Ord.**  
**DFCCIL/Tundla**