

Clarification/Remarks on Queries raised by Bidders during Pre Bid Meeting dated 02.09.2025

Name of Work: Operation & Operation & Maintenance of DFCCIL's 1 (one) PCTM and 1 (one) DTE Machines including supply of spares and other items for 12 years within DFCCIL Network under APM/TM/ New Dadri Shed.

NIT No: HQENTMC-DTEPCTMDERNOM12Y Dated: 26.08.2025

SI. No	Clause No. & Page No.	Tender Condition	Tenderer's Queries	DFCCIL Response
A. Queries of M/s Plasser India vide letter dated 03.09.25				
1	NOTICE INVITING E-TENDER Page 1 of 9	Tender Closing Date Time: 29/09/2025 15:00hrs	The current submission date is not sufficient to prepare the Tender on time. It is requested to kindly allow at least an additional 2 weeks to prepare and submit the tender after pre-bid queries due to re-work several aspects of the tender submission and costing including, getting Work Done certificate as per Form-2A, Completion Certificate , CA certificate & cost estimation etc. as per Tender Document.	Not agreed.
2	SOR Page 13 of 179	Schedule A (For Manpower for Operation and Maintenance of DTE & PCTM) Qty-132 Months	We have observed a discrepancy in the stated completion periods within the NIT and the Schedule of Rates (SOR) documents. Specifically: <ul style="list-style-type: none"> The overall period of completion is mentioned as 144 months. However, under Schedule-A: Operation and Maintenance of Machine, the completion period is indicated as 132 months. <p>It is understood that the 144 months of operational quantity will be executed over a span of 12 years. The difference appears to be attributable to variations in the actual time required for IOH (Intermediate Overhaul), POH (Periodic Overhaul) and Tamping Unit</p>	<ol style="list-style-type: none"> Contract Duration – 12 years. Qty assumed is dully considering only 11 months per year keeping 1 month duration as cumulative non-working days. In case during execution of work if qty increases/decreases then it will be considered variation.

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			<p>Overhauling activities, as outlined in Schedules C, D, and E. These schedules may require less time than initially estimated, thereby reducing the execution period for certain components of the project.</p> <p>We seek confirmation or clarification on this understanding, particularly with regard to how the quantities and timelines will be adjusted during execution to ensure alignment with the contractual completion period.</p>	
3	<p>SOR</p> <p>Page 13 of 179</p>	<p>Schedule A (For Manpower for Operation and Maintenance of DTE & PCTM): Operation and Maintenance of DFCCIL owned DTE Machine. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters needs to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown</p>	<p>We request that to reconsider the estimation with the following:</p> <ol style="list-style-type: none"> O&M Cost Assessment (Schedule-A): The latest LAR (Last Accepted Rate) has not been considered in the cost assessment for Schedule-A under Operation and Maintenance. We request that the updated LAR be taken into account to ensure a realistic and fair estimation. <p>LOA No. WDFC FIELD UNIT-JAIPUR-CIVIL/JP-EN-TM-CGM-JP-2022 DT:17.09.2022, which pertains to the 3rd year cost (i.e. Rs. 29,62,685.00 per month) for similar works and should serve as a relevant benchmark for the current estimation.</p> <ol style="list-style-type: none"> Datamatic 2.0 – Remote Data Analytics Services Package: The cost for the Datamatic 2.0 remote data analytics services package, which is applicable for a 12-year period, has not been considered in the assessment. We kindly request that this 	<ol style="list-style-type: none"> Advertised rates have been rationalized by rationalizing the Mandatory Manpower requirements and cost of consumables. Datamatic 2.0 – Remote Data Analytics Services Package is not included in this tender as it can be done only by OEM. Request for Hydraulic Oil exclusion from O&M LS monthly cost cannot be agreed.

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			<p>cost be reviewed and appropriately included in the overall evaluation.</p> <p>3. Hydraulic Oil – Request for Exclusion from O&M Cost: We respectfully request that the cost of hydraulic oil be excluded from the O&M cost under Schedule A. It is further requested that the provision of the recommended brand/make of hydraulic oil during the operation period be arranged by the Department/Client, free of cost to the Contractor, as and when required.</p> <p>We kindly request that this be reviewed and the necessary amendments be made accordingly:</p> <p>“Operation and Maintenance of DFCCIL owned DTE Machines and including Remote Data Analytics Services Package. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD & Hydraulic Oil) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters need to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown and including Remote Data Analytics Services Package.”</p>	
4	SOR Page 13 of 179	Schedule A (For Manpower for Operation and Maintenance of DTE & PCTM):	<p>We request that to reconsider the estimation with the following:</p> <p>1. O&M Cost Assessment (Schedule-A):</p>	<p>1. Advertised rates have been rationalized by rationalizing the Mandatory Manpower requirements and cost of consumables.</p>

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		<p>Operation and Maintenance of DFCCIL owned PCTM Machine. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters needs to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown</p>	<p>The latest LAR (Last Accepted Rate) has not been considered in the cost assessment for Schedule-A under Operation and Maintenance. We request that the updated LAR be taken into account to ensure a realistic and fair estimation.</p> <p>LOA No. CORPORATE OFFICE-CIVIL/HQ-EN0TMC-PCTM-TECH-16490/ 01163050125699 Dated: 20/03/2025, which pertains to beyond first 24 months after commissioning of machine cost (i.e. Rs. 26,96,180.00 per month) for similar works and should serve as a relevant benchmark for the current estimation.</p> <p>2. Datamatic 2.0 – Remote Data Analytics Services Package: The cost for the Datamatic 2.0 remote data analytics services package, which is applicable for a 12-year period, has not been considered in the assessment. We kindly request that this cost be reviewed and appropriately included in the overall evaluation.</p> <p>3. Hydraulic Oil – Request for Exclusion from O&M Cost: We respectfully request that the cost of hydraulic oil be excluded from the O&M cost under Schedule A. It is further requested that the provision of the recommended brand/make of hydraulic oil during the operation period be arranged by the Department/Client, free of cost to the Contractor, as and when required.</p>	<p>2. Datamatic 2.0 – Remote Data Analytics Services Package is not included in this tender as it can be done only by OEM.</p> <p>3. Request for Hydraulic Oil exclusion from O&M LS monthly cost cannot be agreed.</p>
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			<p>We kindly request that this be reviewed and the necessary amendments be made accordingly:</p> <p>"Operation and Maintenance of DFCCIL owned PCTM Machines and including Remote Data Analytics Services Package. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD & Hydraulic Oil) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters need to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown and including Remote Data Analytics Services Package."</p>	
5	<p>SOR</p> <p>Page 14 of 179</p>	<p>Schedule C (POH of Machine) DTE & PCTM</p> <p>Manpower - Lump Sum manpower cost required for Periodic Overhaul of DTE & PCTM Machine including all T & P and equipments required for executing POH successfully. In this rate cost of tamping unit overhauling is also included.</p> <p>Note- During operation of this item, item No.1 & 2 of Schedule A items will not be operated</p>	<p>We respectfully request clarification regarding the resumption of Operation and Maintenance (O&M) billing following the completion of the POH work.</p> <p><i>"Once the POH work is completed and the machine is handed back for O&M, it is understood that Schedule-A will be reactivated, and payment will be made based on the remaining days of that month under item no-1 & 2 Operation and Maintenance."</i></p> <p>Kindly confirm</p>	<p>Yes. In case POH work gets started/completed in mid of month, then the monthly LS payment will be admissible for corresponding to no. of days actually worked/ 25 days of that month (Pro rata Basis).</p>
6	<p>SOR</p> <p>Page 14 of 179</p>	<p>Schedule D (IOH of Machine) DTE & PCTM</p> <p>Manpower -</p>	<p>With reference to Schedule D covering the Intermediate Overhaul (IOH) of DTE & PCTM, we seek clarification on the following point:</p>	<p>Yes. In case IOH work gets started/completed in mid of month, then the monthly LS payment will be admissible for corresponding to no. of</p>

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		<p>Lump Sum manpower cost required for Intermediate Overhaul of DTE & PCTM Machines including all T & P and equipments required for executing IOH successfully.</p> <p>Note- During operation of this item, item No.1 & 2 of Schedule A items will not be operated</p>	<p><i>"Once the IOH work is completed and the machine is handed back for O&M, it is understood that Schedule-A will be reactivated, and payment will be made based on the remaining days of that month under Schedule A item no-1 & 2 Operation and Maintenance."</i></p> <p>Kindly confirm</p>	<p>days actually worked/ 25 days of that month (Pro rata Basis).</p>
7	<p>SOR</p> <p>Page 15 of 179</p>	<p>Schedule E (OH of Tamping units)</p> <p>Manpower - Lumpsum manpower and other associated logistic cost required for overhauling of Entire Tamping unit of DTE & PCTM machine. The cost of tools and plant required for doing overhauling and cost of transportation of tamping bank from DFCCIL premises to Contractor's workshop and back (if needed)</p> <p>Note- During operation of this item, item No.1 & 2 of Schedule A items will not be operated.</p>	<p>With reference to Schedule E covering the OH of Tamping units of DTE & PCTM, we seek clarification on the following point:</p> <p>Machine Availability and O&M Billing: <i>"Once the Overhauling of Tamping units work is completed and the Tamping unit is handed back for O&M, it is understood that Schedule-A will be reactivated, and payment will be made based on the remaining days of that month under Schedule A item no-1 & 2 Operation and Maintenance."</i></p> <p>Kindly confirm</p>	<p>Yes. In case OH of tamping unit work gets started/completed in mod of month, then the monthly LS payment will be admissible for corresponding to no. of days actually worked/ 25 days of that month (Pro rata Basis).</p>
8	<p>SOR</p> <p>Page 15 of 179</p>	<p>(iv) If due to any reason any machine is not to be operated for 15 or more days in continuation, then only 30% payment of item as per Schedule A shall be made and O & M Contractor will be free to demobilize up to 70% Staff deployed for O & M of Machine.</p>	<p>The scope of work necessitates the engagement of a trained, specialized, and skilled workforce rather than daily wage workers. Maintaining continuity with a technical team is crucial for the successful execution of long-term O&M projects.</p> <p>Our internal policy mandates the retention of technical personnel throughout the duration of projects to ensure consistency and quality in service delivery.</p>	<p>The deletion of this tender clause cannot be agreed fully but the existing clause is proposed to be modified as under:</p> <p>"If due to any reason any machine is not to be operated for 15 or more days in continuation, then only 30% payment of item as per Schedule A shall be made and O & M Contractor will be free to demobilize up to 70%</p>

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			<p>In view of the above, we seek reconsideration and request for deletion of this clause based on the following key points:</p> <p>1. Clause Does Not Safeguard the Contractor's Interests: The clause appears unilateral and biased, offering no protection or support to the contractor in cases where non-operation is not attributable to the contractor. In an O&M framework, the contractor's obligation is to ensure machine readiness and efficient manpower deployment—not to control operational permissions or constraints such as track blocks or fuel availability. We respectfully seek clarification on the specific reasons for non-operation that would trigger this clause.</p> <p>2. The nature of the O&M contract demands deployment of skilled, trained, and technically proficient manpower. These personnel are not general laborers but are specifically trained for specialized railway machinery. In view of the above, we propose that the clause in question be removed to safeguard the integrity and effectiveness of the long-term O&M project.</p> <p>3. Frequent demobilization and remobilization of staff disrupts operational efficiency, and it risks loss of trained manpower and impacts continuity of service. In addition, it imposes additional administrative and logistical burdens on the contractor</p> <p>4. Furthermore, we propose that the maximum allowable timeline for non-operation be clearly defined. Additionally, the contractor should be informed at least 45 days in advance about any such extended non-operation period, as per the current practices of the purchaser. This would allow the contractor to</p>	<p>Staff deployed for O & M of Machine. However, O & M work can be stopped for maximum 1 month duration (in addition to time required for IOH/POH/Taming unit OH) in period of every 1 year (1 yrs counting will be done from start from date of issue of LOA) for which 15 days prior notice will be issued'.</p>
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			<p>assess feasibility and decide whether to continue O&M deployment, ensuring better planning and avoiding sudden disruptions.</p> <p>In view of the above, we propose that this clause be deleted in its entirety. Removing this provision will help safeguard the viability and integrity of the long-term O&M arrangement.</p>	
9	<p>ITT</p> <p>1.3.13(i) Eligibility Criteria</p> <p>Page 29 of 179</p>	<p>(A) Technical Eligibility Criteria</p> <p>a) Bidder must have experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date.</p> <p>b) Eligible projects executed: Total value of all Eligible Projects work done during last 05 years and current year ending last day of month previous to the one in which tender is invited should be minimum 0.5 times of advertised tender value. The details of this requirement is summarised as under.....</p> <p>Definition of Eligible Projects: "Operation and/or Maintenance of On-Track Machines (including supply of spare parts & consumables) in Railway Sector in any country of the world." Or/and Work of Mechanized Track Maintenance (using Track Machine (s)) and/or Laying of New Track using Track Machine (s)</p>	<p>We seek the clarification on the following key points with respect to technical eligibility criteria:</p> <p>Bidder must have experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date and Definition of Eligible projects i.e. "Operation and/or Maintenance of On-Track Machines (including supply of spare parts & consumables) in Railway Sector in any country of the world." seems not to be co-related.</p> <p>We therefore seek confirmation or clarification on the following:</p> <ul style="list-style-type: none"> <i>Is it correct to understand that a bidder who has work experience in the railway sector in any country of the world (as defined under 'Eligible Projects') must also independently demonstrate operation experience of On-Track Machines in India for a minimum duration of 12 months as of the tender opening date?</i> <i>Or, does international experience under the definition of 'Eligible Projects' suffice for meeting the eligibility criteria?</i> 	<p>Bidder must have experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date.</p> <ol style="list-style-type: none"> Above experience has to be of India only of any Railway systems. The logic of this clause is that the O & M agency must have basic experience of operation of Track MC on existing any Indian Railway systems (knowledge of Train working/running as O & M work has to be done of track adj. to which actual train services are in operation during actual O & M duration also)

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		and/or Renewal of existing track (using Track Machine (s)) anywhere in Railway Sector in any country of the world.	Kindly clarify this aspect, as it is critical for evaluating eligibility and preparing bid accordingly.	
10	CHAPTER V SCC Page 77 of 179	1.6 GENERAL REQUIREMENTS 1.6.1 The O & M Contractor has to execute the work of Operation & Maintenance of various Track Machines which will be deployed over pan DFC network as per the instructions of DFCCIL. During the execution of the contract HSD is to be provided by DFCCIL free of cost to the O & M Contractor at Stabling siding. The cost of all consumables, manpower and other logistics required for operation and maintenance of machines are included on contract price excluding cost of HSD oil.	We would like to know that Operation and Maintenance team of specific Track Machine does not competent to O&M of various Track Machines because they specialised in their own area. The Operation and Maintenance (O&M) team of a specific Track Machine is technically trained and specialized only in the operation and maintenance of that particular type of machine . These personnel are not generally equipped or qualified to handle other categories of Track Machines, as each type demands distinct technical expertise, skill sets, and OEM-specific knowledge. Given this practical limitation, we request deletion or suitable amendment of the above clause.	GENERAL REQUIREMENTS as per clause 1.6 of SCC is specific to only those MC which are part of tender. For example, if tender is for 1 PCTM plus 1 DTE , then O & M agency manpower shall have experience/trained for both DTE and PCTM in case manpower is planned with aim to have common set for O & M of both MC, otherwise it is MC specific.
11	CHAPTER V SCC Page 77 of 179	1.6 GENERAL REQUIREMENTS 1.6.2 The O & M Contractor is responsible for ensuring the availability of machines for 8 hour every day for Machine working (which might be increased by up to 2 to 3 hours depending on traffic condition over DFCCIL during operation). During the maintenance shift, the stipulated Scheduled Maintenance and preventive checks of Machines of all assemblies (like	It is understood that Engine and ZF gear box overhauling or replacement shall be in the scope of DFCCIL. Please clarify.	In this connection, please refer clause No.1.9.5 of SCC of tender.

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		engines, generators, electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc.) as specified by OEM in Various OEM/Machine Manufacturer Maintenance manuals to ensure its upkeep shall be carried out.		
12	CHAPTER V SCC Page 79 of 179	1.7 MAINTENANCE OF TRACK MACHINE 1.7.7 Routine maintenance of undercarriage systems shall also be undertaken by the contractor. All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning.	It is requested to please modify the clause as below. 1.7.7 Routine maintenance of undercarriage systems shall also be undertaken by the contractor. All Workshop facilities to be arranged by contractor except for repair of under frame system and for wheel turning.	Not agreed. However, DFCCIL will do the coordination with Indian Railway workshops for arranging the same in case O & M agency request for same in writing.
13	CHAPTER V SCC Page 80 of 179	1.9 SPARE PARTS 1.9.5 The Contract scope cover the overhauling of Engine of Machine. The Manpower cost required for overhauling of engine is covered in rates of items of schedule A, C and D of SOR of this RFP. The payment corresponding to cost of various spare parts utilized in doing engine overhauling will be done through Schedule B of SOR.	We would like to clarify that we are not an Original Equipment Manufacturer (OEM) for engines, and engine overhauling does not fall within the scope of our business operations. Accordingly, such activities should be considered beyond the responsibilities of the contractor. We respectfully request that this requirement be brought under the obligations of DFCCIL.	Not agreed as DFC has planned to outsource complete O & M back-to-back
14	ITT 1.3.13(i) Eligibility Criteria Page 21 of 179	Minimum Local content Certificate as per Form-18(MII)	It is requested to kindly provide the standard format for Local Content Certificate which will issued by a Chartered Accountant (CA) , to fulfill the Public Procurement (Preference to	Agreed. Format for local content certificate will be provided.

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			Make in India), Order 2017 and its amendments by DPIIT.	
15	Chapter- II SCHEDULE OF REQUIREMENTS Page 17 of 179	5.0 MANDATORY REQUIREMENTS OF ELECTRONIC TENDERS (proforma as per Form – 5)	It is requested to kindly suggest the Bid Security stamp paper of appropriate value for submission of EMD to the employer.	The value of stamp paper is Rs.100/-.
16	General	Stamp Paper Second Party Name Clarification:	It is requested to kindly clarify whether the second party's name on the stamp paper should be mentioned in full as " DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED " or if the abbreviation " DFCCIL " is sufficient, considering the word limitation on the stamp paper.	2 nd party's name on the stamp paper should be mentioned either " DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED " or " DFCCIL " but in case of BG in lieu of EMD direction of BG issuing bank are to be followed.
B. Queries of M/s Sri Sathya Sai Engineering Private Limited vide email dated 08.09.25				
1	1.3.29 Provision for Micro & Small enterprises (MSE) Page 37 of 179	MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money and Tender Document Cost. They have to submit Bid Security Exemption Declaration Form in Form -6 ... MSEs who are interested in availing themselves of these benefits will enclose with their offer, proof of their being MSE registered duly indicating the terminal validity date of their registration	An MSME (Micro, Small, and Medium Enterprise) Udyam registration certificate has no mandatory expiry date and remains valid for a lifetime as long as the enterprise continues to meet the MSME investment and turnover criteria. While the certificate doesn't expire...so no terminal certification of Udyam registration... please clarify whether firms registered under MSME are expected from submission of Bid security	The tender provision regarding exemption for MSEs has been framed strictly as per Government of India policy. MSEs are required to submit a Bid Security Exemption Declaration (Form-6) along with valid proof of registration. The clause on validity is aligned with the policy, and no change in tender conditions is envisaged.
2	The spare parts will be paid for by DFCCIL through Schedule B of SOR of this RFP Page 108 of 179	Schedule B (For Supply of Spare parts of DTE and PCTM excluding various consumables) Lump Sum Cost of all required spare parts of Machines (excluding all type of consumables) during full contract duration, required for D T E and PCTM Machine.	We wish to bring to your attention that the cost considered for spare is too low for 12 years, please reconsidered the cost considering the escalation over the years and due to long term Global economic uncertainty covering <ul style="list-style-type: none"> • 6 IOH (Intermediate Overhauling) • 2 POH (Periodic Overhauling) • Complete Tamping Unit Overhauling 	1. The cost under Schedule-B has been taken as a lump sum for evaluation purposes. However, payment shall be made on actual basis as per the latest awarded Rate Lists/LOAs of Zonal Railways, in accordance with the tender provisions. 2. The total amount kept for this schedule is at present day cost and in

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		The rate for the schedule "B" items will be paid as per the latest awarded rate list/LOA's of Northern Railway for spare parts/consumables of Machines. In case any item is not reflected in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway. The payment will be made as per the rate list of brands which actually has been used in Machine		case projected budget of this schedule exceeds as per actual requirement than variation in original tender budget will be arranged by DFCCIL on original terms and condition tender/contract.
3	Point no 3 of page 109 of 179	In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 10% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as nonavailability of Machine for working as per clause 1.12 of Chapter-V of this RFP	Additionally, we also wish to bring to your kind attention that imposing risk purchase clause for not arranging TIMELY the required spare parts from OEM, is purely incidental and totally depending on OEM relations during the exhaustive period of 12 years of O&M, however appreciate DFCCIL views to have quality parts during O&M of machines ,while agreeing to risk purchase further imposing penalty over @ 10% over the above is very harsh on the O&M contractor...We request waiver of penalty clause over risk purchase clause under the above T&C	The clause has been included to ensure timely availability of genuine spare parts from OEMs and to safeguard DFCCIL's operational requirements, while also ensuring that the contractor does not make it frequent practice. The request for waiver of penalty under the risk purchase clause has been examined. Complete Waiver is not agreed to; however, following modifications are proposed to be done: i) Note no.3 of item no.1 of Schedule B of SOR (Chapter II) - is proposed to be modified as under: "In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @

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				<p>5% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as nonavailability of Machine for working as per clause 1.12 of Chapter V of this RFP”</p> <p>ii) Clause No.7.5 of Chapter – VI is proposed to be modified as under: In case Selected Bidder is not able to arrange prescribed consumables (Filters and Breathers) Annexure – SP I, Annexure- SP II, Annexure-III (A) and Annexure- SP III (B) then Selected Bidder may request DFCCIL for Arranging the same at least 60 Days before actually required to be replaced in Machines. DFCCIL may arrange the same if feasible from OEM of Machine subjected to conditions that 1.05 times back-to-back expenditure incurred by DFCCIL for procuring the same will be deducted from next due running bill of O & M Contractor. The arranged materials have to be lifted and transported to Machine site by O & M contractor at his own cost</p> <p>iii) Clause No.10.0 of Chapter – VI is proposed to be modified as under: “In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests</p>
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				<p>DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 5% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as nonavailability of Machine for working as per clause 1.12 of Chapter V of this RFP”</p> <p>iv) Note no.3 of item no.1 of Schedule B Form-3 is proposed to be modified as under: “In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 5% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as nonavailability of Machine for working as per clause 1.12 of Chapter V of this RFP”</p>
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				<p>v) Note no.3 of item no.1 of Schedule B Form-4 is proposed to be modified as under:</p> <p>"In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 5% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as nonavailability of Machine for working as per clause 1.12 of Chapter V of this RFP"</p>
4	SOR clause Page no 15 of 179	<p>If due to any reason any machine is not to be operated for 15 or more days in continuation, then only 30% payment of item as per Schedule A shall be made and O & M Contractor will be free to demobilize up to 70% Staff deployed for O & M of Machine.</p>	<p>The scope of work necessitates the engagement of a trained, specialized, and skilled workforce rather than daily wage workers. Maintaining continuity with a technical team is crucial for the successful execution of long-term O&M projects.</p> <p>It mandates that retention of technical personnel throughout the duration of projects to ensure consistency and quality in service delivery.</p> <p>In view of the above, we propose that the clause in question be removed to safeguard the integrity and effectiveness of the long-term O&M project.</p> <p>However, we request that this clause be excluded</p>	<p>The deletion of this tender clause cannot be agreed fully but the existing clause is proposed to be modified as under:</p> <p>"If due to any reason any machine is not to be operated for 15 or more days in continuation, then only 30% payment of item as per Schedule A shall be made and O & M Contractor will be free to demobilize up to 70% Staff deployed for O & M of Machine. However, O & M work can be stopped for maximum 1 month duration (in addition to time required for IOH/POH/Taming unit OH) in period of every 1 year (1 yrs counting will be done from start from date of issue</p>

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				of LOA) for which 15 days prior notice will be issued'
5	SOR clause chapter ii clause 3 Page no 15 of 179	Penalties and counter Penalties as per Chapter:	We kindly request you to provide detailed definition/clarification regarding the Availability and Non-Availability	Refer to the provisions of Chapter V Special Conditions of Contract for clarity
6	Clause 1.13 page 16 of 179	Penalty on contractor for no availability of Machine If more than 30 working days in a 6 months are lost on account of contractor, the payment of LS Item of schedule A of SOR will be reduced proportionally. For example, if a machine is available for only 130 days, the reduced payment will be = $(130/150) \times$ the monthly payment shown in items of schedule A of SOR	conditions of the machine under the scope of Operation and Maintenance.	Query is not clear
7	CHAPTER - V SCC 1.5 Page 74 of 179	Contractor's obligations: iii) Ensuring availability of Machines for working 25 days in month (150 days in a half year) except during IOH, POH and Tamping unit Overhauling periods.	Any kind of schedule maintenance mentioned in maintenance manual as well as in latest IRTMM are integral parts of operation and maintenance and it shall not be excluded from availability of machine except daily maintenance. Hence it is requested to kindly amend this clause. Please consider/ modify the clause requirement as below: Ensuring availability of Machines for working 25 days in month (150 days in a half year) except during 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH, POH and Tamping unit Overhauling periods. reconsideration of the rate under the subject tender item No. A, C, D and E of SOR. Additionally, we request you to specify IOH and POH work under this longterm contract for better	Not agreed.

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			rate assessment, particularly under Item No. C & D of the Schedule of Rates (SOR).	
C. Queries raised by M/s SRB vide letter dated 07.09.2025				
1	Page No: 29 Clause No. 1.3.13 (i) Eligibility Criteria	(A) Technical Eligibility Criteria a) Bidder must have experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date.	Modification - We request you to kindly modify the clause as: "Bidder must have experience of operation and/or maintenance of one or more On-Track Machine(s) for minimum duration of 12 months in India as on tender opening date." Comment - We would like to draw your kind attention that the maintenance is a critical part and needs a lot of expertise and also plays a crucial role equally for tender, whereas here only operation is given more weightage. We request you to give the equal importance to maintenance as well as we are representative of the regular supplier of Track Machines to Indian Railways providing services for maintenance and AMCs with Zonal railways. We also think that this is a specialized machine and needs proper technical knowledge to maintain the machine in proper condition. Above modification if done will ensure broader participation in the tender as outsourcing of the operation has started recently by DFCC. Further its already stated in the tender that the machine operator will be properly trained and certified by DFCCIL so we hope that above modification is feasible.	Not agreed as operation of machine is to be done adjacent to DFCCIL/Railway running traffic, where actual operational experience is essential to ensure safety during operation of Machine.
2		b) Eligible projects executed: Total value of all Eligible Projects work done during last 05 years and current year ending last day of month previous to the one in which tender is	Modification - We request you to kindly modify the clause as: "Total value of all Eligible Projects work done during last 05 years and current year ending last day of month previous to the one in which tender	Not agreed. The clause is intended to assess the bidder's experience of executing same nature of work.

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		invited should be minimum 0.5 times of advertised tender value.	is invited should be minimum 0.2 times of advertised tender value." Comment - As per our understanding, technical eligibility should not include any financial aspect. Anyhow this clause shall be amended for broader participation.	
3	1.3.13 (i) Eligibility Criteria (A) Technical Eligibility Criteria NOTE Page :30	2. Value of Eligible works done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration. 5. For Technical Eligibility Criterion 1.3.13 (i) A (b), the value of Eligible Project work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration	Modification – Both Points are similar so one can be deleted Comments – We hope that both Points are similar so one shall be omitted from the document	Not agreed.
4	Page No: 80 Clause - 1.9 SPARE PARTS Sub Clause No. 1.9.5	The Contract scope cover the overhauling of Engine of Machine. The Manpower cost required for overhauling of engine is covered in rates of items of schedule A, C and D of SOR of this RFP. The payment corresponding to cost of various spare parts utilized in doing engine overhauling will be done through Schedule B of SOR.	Modification- Shall be in the scope of customer Comments – We would like to clarify that we are not an Original Equipment Manufacturer (OEM) for engines. Therefore, engine overhauling shall not fall within the scope of the contractor and shall instead remain under the scope of DFCCIL.	Not agreed as DFC has planned to outsource complete O & M back-to-back

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