

### Clarification/Remarks on Queries raised by Bidders during Pre Bid Meeting dated 29.08.2025

**Name of Work:** Operation & Maintenance of DFCCIL's BRM Machines (2 Nos) including supply of spares and other items for 12 years within DFCCIL Network  
**NIT No.** HQENTMC-BRMMRENOM12Y **Dated:** 22.08.2025

SN	Clause No	Tender Condition	Tenderer's Queries	DFCCIL Response
<b>A.Queries of M/s Plasser India dated 30.08.2025</b>				
1	NOTICE INVITING E-TENDER  Page 1 of 9	<b>Tender Closing Date Time:</b> 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 <b>additional 4 weeks</b> to prepare and submit the tender after pre-bid queries due to re-work several aspects of the tender submission and costing including, getting <b>Work Done certificate as per Form-2A, Completion Certificate</b> , CA certificate & cost estimation etc. as per Tender Document.	<b>Not agreed.</b>
2	SOR  Page 13 of 176	<b>Schedule A (For Manpower for Operation and Maintenance of BRM)</b>  Qty-264 Months	<p>We have observed a discrepancy in the stated completion periods within the NIT and the Schedule of Rates (SOR) documents. Specifically:</p> <ul style="list-style-type: none"> <li>The <b>overall period of completion</b> is mentioned as <b>144 months</b>.</li> <li>However, under <b>Schedule-A: Operation and Maintenance of Machine</b>, the completion period is indicated as <b>264 months</b>.</li> </ul> <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 Overhauling activities, as outlined in Schedules C &amp; D. <b>These schedules may require less time than initially estimated, thereby reducing the execution period for certain components of the project.</b></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>	<p>1. <b>Contract Duration</b> – 12 years.</p> <p>2. <b>Qty assumed</b> is dully considering only 11 months per year keeping 1 month duration as cumulative non-working days.</p> <p>3. In case during execution of work if qty increases/decreases then it will be considered variation.</p>
3	SOR  Page 13 of 176	<b>Schedule A (For Manpower for Operation and Maintenance of BRM):</b>	<p>We request that to reconsider the estimation with the following:</p> <p><b>1. O&amp;M Cost Assessment (Schedule-A):</b>  The latest LAR (Last Accepted Rate) has not been considered in the cost assessment for <b>Schedule-A</b> under Operation and</p>	<b>1. Advertised rates</b> have been rationalized by rationalizing the Mandatory Manpower

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	<p><b>Operation and Maintenance of DFCCIL owned BRM Machines (2 Nos).</b> 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 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.</p>	<p>Maintenance. We request that the updated LAR be taken into account to ensure a realistic and fair estimation.</p> <p>LOA No. <b>AII/EN/WDFC/TM/23/Variation Dt:08.04.2024</b>, which <b>pertains to the cost (i.e. Rs. 22,15,804.00 per month)</b> for similar works and should serve as a <b>relevant benchmark</b> for the current estimation.</p> <p><b>2. Datamatic 2.0 – Remote Data Analytics Services Package:</b> The cost for the Datamatic 2.0 remote <b>data analytics services package</b>, 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><b>3. Hydraulic Oil – Request for Exclusion from O&amp;M Cost:</b> We respectfully request that the <b>cost of hydraulic oil</b> be <b>excluded</b> from the O&amp;M cost under Schedule A. It is further requested that the <b>provision of the recommended brand/make of hydraulic oil</b> during the operation period be arranged <b>by the Department/Client, free of cost to the Contractor</b>, as and when required.</p> <p>We kindly request that this be reviewed and the necessary amendments be made accordingly:</p> <p><b>“Operation and Maintenance of DFCCIL owned BRM Machines (2 Nos) and including Remote Data Analytics Services Package.</b> The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils <b>except HSD &amp; Hydraulic Oil</b>) 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 <b>and including Remote Data Analytics Services Package.</b>”</p>	<p>requirements and cost of consumables.</p> <p><b>2. Datamatic 2.0 – Remote Data Analytics Services Package</b> is not included in this tender as it can be done only by OEM.</p> <p><b>3. Request for Hydraulic Oil exclusion</b> from O&amp;M LS monthly cost cannot be agreed.</p>
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4	SOR Page 13 of 176	<b>Schedule B (For Supply of Spare parts of BRM excluding various consumables)</b>	We request that the maximum permissible time for arranging and supplying spare parts be specified as <b>15 days</b> from the date of requirement to ensure minimal disruption to machine availability.	<b>Not agreed.</b> As spare parts has to be ensured by O & M agency that O & M work shall not suffer for want of spare parts/consumables for which adequate inventory needs to be maintained by O & M agency.
5	SOR Page 14 of 176	<b>Schedule C (POH of Machine) BRM</b>  Manpower - Lump Sum manpower cost required for Periodic Overhaul of BRM Machines (2 Nos) including all T & P and equipments required for executing POH successfully. In this rate cost of tamping unit overhauling is also included.  <b>Note- During operation of this item, item No.1 of Schedule A items will not be operated</b>	We respectfully request clarification regarding the resumption of Operation and Maintenance (O&M) billing following the completion of the POH work.  <i>"Once the POH work is completed and the machine is handed back for O&amp;M, it is understood that <b>Schedule-A will be reactivated</b>, and <b>payment will be made based on the remaining days of that month under item no-1 Operation and Maintenance.</b>"</i>  <b>Kindly confirm</b>	<b>Yes.</b> 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 ( <b>Pro rata Basis</b> ).
6	SOR Page 14 of 176	<b>Schedule D (IOH of Machine) BRM</b>  Manpower - Lump Sum manpower cost required for Intermediate Overhaul of BRM Machines (2 Nos) including all T & P and equipments required for executing IOH successfully.  <b>Note- During operation of this item, item No.1 of Schedule A items will not be operated</b>	With reference to Schedule D covering the Intermediate Overhaul (IOH) of BRM, we seek clarification on the following point:  <i>Once the IOH work is completed and the machine is handed back for O&amp;M, it is understood that <b>Schedule-A will be reactivated</b>, and <b>payment will be made based on the remaining days of that month under item no-1 Operation and Maintenance.</b></i>  <b>Kindly confirm</b>	<b>Yes.</b> In case IOH 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 ( <b>Pro rata Basis</b> ).
7	SOR	(iv) If due to any reason any machine is not to be operated for 15 or more days in continuation,	The scope of work necessitates the engagement of a trained, specialized, and skilled workforce rather than daily wage workers.	<b>The deletion of this tender clause cannot be agreed fully</b>

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<p>Page 14 of 176</p>	<p>then only 30% payment of item as per Schedule A shall be made and O &amp; M Contractor will be free to demobilize up to 70% Staff deployed for O &amp; M of Machine.</p>	<p>Maintaining continuity with a technical team is crucial for the successful execution of long-term O&amp;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>In view of the above, we seek reconsideration and request for <b>deletion of this clause</b> based on the following key points:</p> <ol style="list-style-type: none"> <li><b>1. Clause Does Not Safeguard the Contractor's Interests:</b> 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&amp;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 <b>reasons for non-operation</b> that would trigger this clause.</li> <li><b>2. The nature of the O&amp;M contract demands deployment of skilled, trained, and technically proficient manpower.</b> These personnel are not general laborers but are specifically trained for specialized railway machinery. In view of the above, we propose that the <b>clause in question be removed to safeguard the integrity and effectiveness of the long-term O&amp;M project.</b></li> <li><b>3. Frequent demobilization and remobilization of staff disrupts operational efficiency,</b> and it risks <b>loss of trained manpower</b> and impacts continuity of service. In addition, it imposes <b>additional administrative and logistical burdens</b> on the contractor</li> <li><b>4. Furthermore, we propose that the maximum allowable timeline for non-operation be clearly defined.</b> Additionally, the contractor should be <b>informed at least 45 days in advance</b> about any such extended non-operation period, as per the current practices of the purchaser. This would allow the contractor to assess feasibility and decide whether to continue O&amp;M deployment, ensuring better planning and avoiding sudden disruptions.</li> </ol>	<p>but the existing clause is proposed to be modified as under:</p> <p><b>"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 &amp; M Contractor will be free to demobilize up to 70% Staff deployed for O &amp; M of Machine. However, O &amp; 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'.</b></p>
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			In view of the above, we propose that this clause be <b>deleted in its entirety</b> . Removing this provision will help safeguard the viability and integrity of the long-term O&M arrangement.	
8	ITT 1.3.13(i) Eligibility Criteria  Page 28 of 176	<p><b>(A) Technical Eligibility Criteria</b></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><b>Definition of Eligible Projects:</b> "Operation and/or Maintenance of On-Track Machines (including supply of spare parts &amp; consumables) in Railway Sector in any country of the world." <b>Or/and</b> Work of Mechanized Track Maintenance (using Track Machine (s)) <b>and/or</b> Laying of New Track using Track Machine (s) <b>and/or</b> Renewal of existing track (using Track Machine (s)) anywhere in</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 <b>12 months in India as on tender opening date</b> and Definition of Eligible projects i.e. "Operation and/or Maintenance of On-Track Machines (including supply of spare parts &amp; consumables) in Railway Sector in <b>any country of the world.</b>" <b>seems not to be co-related.</b></p> <p>We therefore seek confirmation or clarification on the following:</p> <ul style="list-style-type: none"> <li><i><b>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?</b></i></li> <li><i><b>Or, does international experience under the definition of 'Eligible Projects' suffice for meeting the eligibility criteria?</b></i></li> </ul> <p>Kindly clarify this aspect, as it is critical for evaluating eligibility and preparing bid accordingly.</p>	<p>Bidder must have experience of operation of one or <b>more On-Track Machine(s) for Minimum duration of 12 months in India</b> as on tender opening date.</p> <ol style="list-style-type: none"> <li>Above experience has to be of India only of any Railway systems.</li> <li>The logic of this clause is that the O &amp; M agency must have basic experience of operation of Track MC on existing Indian Railway systems (knowledge of Train working/running as O &amp; M work has to be done of track adj. to which actual train services are in operation during actual O &amp; M duration also)</li> </ol>

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9	CHAPTER V SCC  Page 75 of 176	<p><b>1.6 GENERAL REQUIREMENTS</b></p> <p>1.6.1 The O &amp; M Contractor has to execute the work of <b>Operation &amp; Maintenance of various Track Machines</b> 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 &amp; 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.</p>	<p>We would like to know that Operation and Maintenance <i>team of specific Track Machine does not competent to O&amp;M of various Track Machines</i> because they specialised in their own area.</p> <p>The <b>Operation and Maintenance (O&amp;M) team of a specific Track Machine is technically trained and specialized only in the operation and maintenance of that particular type of machine.</b> 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.</p> <p>Given this practical limitation, we <b>request deletion or suitable amendment</b> of the above clause.</p>	<p><b>GENERAL REQUIREMENTS</b> as per clause 1.6 of SCC is specific to only those MC which are part of tender.</p>
10	CHAPTER V SCC  Page 76 of 176	<p><b>1.6 GENERAL REQUIREMENTS</b></p> <p>1.6.2 The O &amp; 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</p>	<p>It is understood that <b>Engine and ZF gear</b> box overhauling or replacement shall be in the scope of DFCCIL.</p> <p><b>Please clarify.</b></p>	<p>In this connection, please refer clause No.1.9.5 of SCC of tender.</p>

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		checks of Machines of all assemblies (like 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.		
11	CHAPTER V SCC  Page 78 of 176	<b>1.7 MAINTENANCE OF TRACK MACHINE</b>  <b>1.7.7</b> Routine maintenance of undercarriage systems shall also be undertaken by the contractor. All Workshop facilities to be arranged by contractor <b>including</b> repair of under frame system and for wheel turning.	It is requested to please modify the clause below.  <b>1.7.7</b> Routine maintenance of undercarriage systems shall also be undertaken by the contractor. All Workshop facilities to be arranged by contractor <b>except for</b> repair of under frame system and for wheel turning.	<b>Not agreed.</b> However, DFCCIL will do the coordination with Indian Railway workshops for arranging the same in case O & M agency request for same in writing.
12	CHAPTER V SCC  Page 79 of 176	<b>1.9 SPARE PARTS</b> 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.	<b>Not agreed as</b> DFC has planned to outsource complete O & M back-to-back.
13	General	1. NIT HEADER  <b>Advertised Value:</b> <b>49,10,35,170.00</b>	With reference to the eligibility criteria applicable to tenders with an <b>advertised value exceeding ₹20 crore</b> , we would like to bring to your attention the standard requirement that:	<b>Not agreed.</b> At this stage of tender adding <b>additional eligibility criteria of Bid Capacity</b> is not desirable.

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			<p>"For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender."</p> <p>We kindly request you to <b>add the Bid Capacity clause</b> accordingly in the tender documents.</p>	
<b>B.Queries raised by M/s SRB vide letter dated 01.09.2025</b>				
1	<b>Page No: 28</b> Clause No. 1.3.13 <b>(i) Eligibility Criteria</b>	<b>(A) Technical Eligibility Criteria</b> <b>a)</b> 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><b>Modification</b> - We request you to kindly modify the clause as:            "Bidder must have experience of operation <b>and/or maintenance</b> of one or more On-Track Machine(s) for minimum duration of 12 months in India as on tender opening date."</p> <p><b>Comment</b> - 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.</p> <p>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.</p> <p>We also think that this is a specialized machine and needs proper technical knowledge to maintain the machine in proper condition.</p> <p>Above modification if done will ensure broader participation in the tender as outsourcing of the operation has started recently by DFCC.</p> <p>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.</p>	<p><b>Not agreed</b> as operation of machine is to be done adjacent to DFCCIL/Railway running traffic, where <b>actual operational experience</b> is essential to ensure safety during operation of Machine</p>
2		<b>b) Eligible projects executed:</b> 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	<p><b>Modification</b> - 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 is invited should be minimum <b>0.2 times</b> of advertised tender value."</p> <p><b>Comment</b> - As per our understanding, technical eligibility should not include any financial aspect. Anyhow this clause shall be amended for broader participation.</p>	<p><b>Not agreed.</b> The clause is intended to assess the bidder's experience of executing same nature of work.</p>

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		minimum 0.5 times of advertised tender value.		
3	1.3.13 (i) Eligibility Criteria (A) Technical Eligibility Criteria <b>NOTE</b> <b>Page :29</b>	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	<b>Modification</b> – Both Points are similar so one can be deleted  <b>Comments</b> – We hope that the both Points are similar so one shall be omitted from the document	<b>Not agreed.</b>
4	Page No: 79 Clause - 1.9 SPARE PARTS Sub Clause No. 1.3.13	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.	<b>Modification-</b> Shall be in the scope of customer  <b>Comments</b> – 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.	<b>Not agreed as</b> DFC has planned to outsource complete O & M back-to-back

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