

'Request for Quotation Notification' no- HQ/EN/WC/EDAM(QUOTATION)/RIV&RGM/2023/1 dated-04-12-2023 – Engagement of M/s Vandhana International Pvt. Ltd for 'all cost [except required Fuel, Water & on shore electricity] inclusive' Operation & comprehensive Maintenance [O&M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV & RGM) Taking over certificate dated 17-11-2023) 'RIV & RGM's PE P-6 Contract Warranty period & extendable, at the same terms & conditions (without any price escalation), upto six months from the date-08-12-2023], of self-propelled Rail Grinding Machine [RGM- 72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 & GC-III 249148- RGI 11-04] along with Rail Inspection Vehicle (RIV, Model-RIV-I21), Water Wagon [249094-RGI-11-05] & Camp Coach [ 249094-RGI-11-06].



## Request for Quotation (RFQ)

**Name of Work-** Engagement of M/s Vandhana International Pvt. Ltd for 'all cost [except required Fuel, Water & on shore electricity] inclusive' Operation & comprehensive Maintenance [O&M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV & RGM) Taking over certificate dated 17-11-2023) 'RIV & RGM's PE P-6 Contract Warranty period & extendable, at the same terms & conditions (without any price escalation), upto six months from the date-08-12-2023], of self-propelled Rail Grinding Machine [RGM- 72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 & GC-III 249148- RGI 11-04] along with Rail Inspection Vehicle (RIV, Model-RIV-I21), Water Wagon [249094-RGI-11-05] & Camp Coach [ 249094-RGI-11-06].

**RFQ no. - HQ/EN/WC/EDAM(QUOTATION)/RIV&RGM/2023/1**

**Issued on dated-04-12-2023**

### Client

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED [DFCCIL]**

**(A Government of India Enterprise)**



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## **Dedicated Freight Corridor Corporation of India Ltd.**

### **Request for 'Quotation' [RFQ]**

<b>Country</b>	<b>INDIA</b>
<b>Name Of the Client</b>	<b>Dedicated Freight Corridor Corporation of India Ltd (DFCCIL)</b>
<b>RFQ Object-Name of the Work:</b>	<b>Engagement of M/s Vandhana International Pvt. Ltd for 'all cost [except required Fuel, Water &amp; on shore electricity] inclusive' Operation &amp; comprehensive Maintenance [O&amp;M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV &amp; RGM) Taking over certificate dated 17-11-2023) 'RIV &amp; RGM's PE P-6 Contract Warranty period &amp; extendable, at the same terms &amp; conditions (without any price escalation), upto six months from the date-08-12-2023], of self-propelled Rail Grinding Machine [RGM- 72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 &amp; GC-III 249148- RGI 11-04] along with Rail Inspection Vehicle (RIV, Model-RIV-I21), Water Wagon [249094-RGI-11-05] &amp; Camp Coach [ 249094-RGI-11-06].</b>
<b>RFQ Notification Reference No.:</b>	<b>HQ/EN/WC/EDAM(QUOTATION)/RIV&amp;RGM/2023/1 dated-04-12-2023</b>
<b>Client</b>	<b>Dedicated Freight Corridor Corporation of India Limited [also referred in this document as 'DFCCIL']</b>
<b>Publication of RFQ Notification:</b>	<b>DFCCIL Website &amp; prominent Indian National Dailies</b>
<b>Submission of Quotation</b>	<b>Manually in a sealed envelope</b>
<b>Quotation to be submitted up to</b>	<b>07-12-2023</b>

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### **1. Background**

- 1.1. The Dedicated Freight Corridor Corporation of India Limited (DFCCIL) an SPV under the administrative control of Ministry of Railways, is implementing the one of the largest Railway Infrastructure project i.e. Dedicated Freight Corridor Project by way of constructing electrified , Automatic signalled, double line for Passage of 1.5 km long 25 MT Axle Load Goods Train at the maximum speed of 100 kmph. The DFCCIL Project is bifurcated into two projects;





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(i) 1337 Km long World Bank Funded Eastern Corridor from Sahnewal to Sonnagar (EDFC)

(ii) 1506 km long JICA Funded Western Corridor from Dadri to JNPT (WDFC)

1.2. In WDFC, around 1150 RKM (76.36 %) section and in EDFC, 1337 RKM section (100%) have, already been commissioned and rest of the Project is at advanced stage of completion

**List of Commissioned sections (as on 25-10-2023)**

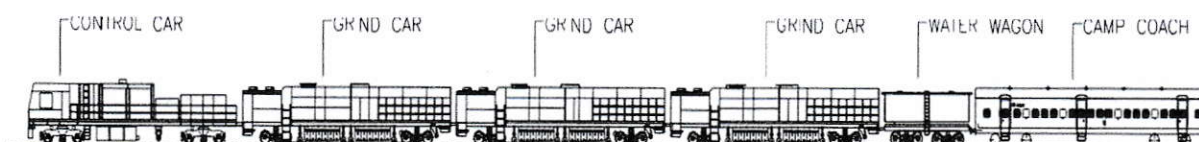
<b>WDFC</b>					
<b>s.n.</b>	<b>From</b>	<b>To</b>	<b>Single line of Double line</b>	<b>RKM</b>	<b>Status</b>
1	New Dadri	New Rewari	Double line	127	Commissioned
2	New Rewari	Madar	Double line	306	Commissioned
3	Madar	New Palanpur	Double line	353	Commissioned
4	New Palanpur	New Sanand	Double line	153	Commissioned
5	New Sanand	Makarpura	Double line	138	To be Commissioned upto 31-03-2024
6	Makarpura	Gothangam	Double line	103	Commissioned
7	Gothangam	Bhestan	Double line	27	To be Commissioned upto 31-12-2023
8	Bhestan	Sanjan	Double line	108	Commissioned
9	Sanjan	Vaitarana	Double line	82	To be Commissioned upto 31-12-2023
10	Vaitarana	JNPT	Double line	109	To be Commissioned upto 31-12-2024
<b>EDFC</b>					
1	Sahnewal	Pilkhani	Single line	179	Commissioned
2	Pilkhani	Khurja	Single line	222	Commissioned
3	Khurja	Dadri	Double line	46	Commissioned
4	Khurja	Bhaupur	Double line	351	Commissioned
5	Bhaupur	DDU	Double line	402	Commissioned
6	DDU	Sonnagar	Double line	137	Commissioned

1.3. Under JICA Funded WDFC Contract Package [Design, Manufacturing, Supply, Testing, Commissioning and Training of Plant and Equipment for Railway Track and Electric Over Head Equipment (OHE) on Dadri-Rewari-JNPT Network Of WDFC-(Contract Package **PE P-6**; the Contract Agreement No- HQ/EN/PWC/PHASE I/PKG-PE-P6/D&B /11/ Mitsui dated 16-11-2020-CA)] PE P-6, some 22 types of plant & Equipment (P&ES) are envisaged to be procured .The Quotation awardee **Indian O&M Service provider shall be required to familiarise themselves with the PE P-6 (CA) Contract Provisions.**



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- 1.3.1. The aforesaid 22 types of P&Es Amongst the aforesaid P&Es, **Self Propelled /Mobile Rail grinding Machine [Particular Technical Reference section -9.2** and also referred to as 'RGM' in this document] **is a group 'A' Machine** [Schedule-4-Payment schedule Sub Para 2 at Page no-108-CA-Part-1]. The RGM can, schematically, be shown as under:



- 1.3.2 In terms of **Sub Para 1.4-Section-9.2 (Mobile Rail Grinding Machine)-Vol-II-CA Page-577**, the **RGM shall be accompanied with another** self-propelled, Broad Gauge (1676 mm) Rail Bound vehicle, hereafter referred as **Rail Inspection Vehicle(RIV)**. The RIV shall be installed with Rail Head Profile Inspection & Analysis System to facilitate advance digital inspection of rails for selection of an optimum grinding program.
- 1.3.3. Under the aforesaid **PE P-6 Contract** , 01 no. Mobile Rail Grinding Machine [**(Model no-RGI 11)**] - (Control Car, 03 nos. Grind cars, 01 no. Water Car, 01 no. Camp Coach) with 01 no. Rail Inspection Vehicle (RIV) (**Model no-RIV 121**) have been manufactured & Supplied, by the nominated (in the PE P-6 Contract-CA) **Specialist Manufacturer –'M/s Loram Maintenance of Way, Inc.-3900 Arrowhead Drive Hamel, Minnesota 55340, USA.'** ( hereafter, also, referred to as **M/s Loram / OEM** in this document) under the overall responsibility of the PE P-6 Contractor **M/s Mitsui & Co. Ltd-Japan**, to the DFCCIL at Saradhana.
- 1.4 Both RIV & RGM have been supplied at DFCCIL Facility at Saradhana. The commissioning Test of both RIV and GGM has been done on 28-10-2023. After which, **Taking Over certificate** has been issued , vide Engineer [(PMC-1-constituted by a consortium of (led by ) (i) Nippon Koei co. Ltd., (ii) Oriental Consultants Co. Ltd, (iii) Japan Transportation Consultants Inc., (iv) Nippon Koei India Pvt. Ltd, (v) Oriental Consultants India Pvt. Ltd)] letter no-L-NKC-MITSUI-PMC-2311-23 **dated 17-11-2023** for RIV & RGM incorporated in a consist as under;
- i) RGM- (72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 & GC-III 249148- RGI 11-04;
  - ii) Rail Inspection Vehicle (RIV, Model-RIV-I21);
  - iii) Water Wagon [249094-RGI-11-05] &;
  - iv) Camp Coach [ 249094-RGI-11-06]





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## 2- Objective

2.1- DFCCIL, with adequate budget to meet the associated Financial obligations of the Client /Employer (both terms shall, unless mentioned otherwise or unless repugnant to any of the related provision shall be interchangeable and shall mean DFCCIL] **intends to engage M/s Vandhana International Pvt. Ltd** [Indian Operation & Maintenance Services (O&M Services) provider] for 'all cost [except required Fuel, Water & on shore electricity] inclusive' Operation & comprehensive Maintenance [O&M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV & RGM) Taking over certificate dated 17-11-2023) 'RIV & RGM's PE P-6 Contract Warranty period & extendable, at the same terms & conditions (without any price escalation), upto six months from the date-08-12-2023], of aforesaid self-propelled Rail Grinding Machine along with Rail Inspection Vehicle , Water Wagon & Camp Coach.

2.2 **M/s Vandhana International Pvt. Ltd** [Indian O&M Service provider] shall submit , as a condition precedent, a full Back to back Technical support from the Original Equipment Manufacturer (**OEM-M/s Loram Maintenance of Way Inc.-USA**, in this case]. Such OEM Technical Support Letter, on the Letter Head of OEM and duly apostiled, shall, inter alia, mention that the :

**'OEM-M/s Loram Maintenance of Way Inc.** [Located at -3900 Arrowhead Drive Hamel, Minnesota 55340 USA] *hereby authorises the M/s Vandhana International Pvt. Ltd - Head Office: 36, Dakshineswar, Building, 9th Floor, 10 Hailey Road, New Delhi – 110001 [Indian O&M Service Provider] to carry out the following Work;*

*"for 'all cost [except required Fuel, Water & on shore electricity] inclusive' Operation & comprehensive Maintenance [O&M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV & RGM) Taking over certificate dated 17-11-2023) 'RIV & RGM's PE P-6 Contract Warranty period & extendable, at the same terms & conditions (without any price escalation), upto six months from the date-08-12-2023], of self-propelled Rail Grinding Machine [RGM- 72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 & GC-III 249148- RGI 11-04] along with Rail Inspection Vehicle (RIV, Model-RIV-I21), Water Wagon [249094-RGI-11-05] & Camp Coach [ 249094-RGI-11-06]. [Ref- RFQ Notification Reference No.: HQ/EN/WC/EDAM(QUOTATION)/RIV&RGM/2023/1 dated-04-12-2023]";*

### **For the Client-DFCCIL.**

*The OEM , unreservedly, undertakes to provide full back to back Technical Support, as required, for the smooth & uninterrupted execution of Work by the Indian O&M Service provider so as to ensure the Operation & comprehensive maintenance (O&M) of the **RIV & RGM in the aforesaid complete consist** at respective fullest operational potential for at least 22 days in a Calendar month for the period of engagement of Indian O&M Service provider, to the Indian O&M Service provider, **at no extra Cost to the Client-DFCCIL.** The OEM avers, never to sever business ties with M/s Vandhana International Pvt. Ltd, during the aforesaid period & subsequently extended period of Engagement of Indian Service provider by the DFCCIL, with the Indian O&M Service provider.*





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*OEM undertakes to provide, all types of spares, as required in connection with the aforesaid O&M services during the O&M's period or the extended period, within a reasonable time frame so as to ensure that the RIV & RGM, uninterruptedly, perform, in operation at their fullest functional potential, giving optimal / desired out put while being operated by M/s Vandhana International Pvt. Ltd.*

*OEM's undertakes to provide training/competence to staff of Indian O&M Service provider so that the Operation and Maintenance can be executed smoothly. OEM shall visit DFCCIL & DFCCIL worksites (where the RGM & RIV are in operation) periodically , at least once in Three Months, for supervising training and expertise and adjust, if necessary, the grind output and monitor the (RIV & RGM) equipment upkeep and quality and quantum of output of RIV & RGM Machine. To this end, OEM will provide various technical personnel including Superintendents, Service Technicians, Specialists and Engineers, as conditions warrant, to travel, on shortest possible notice, to India to provide requisite assistance / support to repairs, breakdowns, equipment overhauls, operating software update and provide advanced training on machine systems for successful O&M subject to travel conditions/restrictions.*

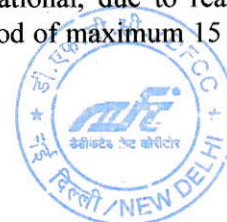
*At the end of such OEM Visit, OEM will provide a complete and detailed report, addressed to the DFCCIL, after each visit noting recent recommendation and findings.*

*The contents of this letter shall be **legally binding** on OEM & Indian O&M Service Provider'.*

- 2.3. In case of **RGM**, on successful processing of required documents by DFCCIL, RDSO has, vide ref no- TM/HM/S082/MRGM/DFCCIL dated 03-01-2023 , has conveyed Provisional Speed Certificate (PSC) of **65 kmph** when running on its own power as well as running in train formation over routes of Eastern & Western Dedicated freight Corridors of Indian Railway.
- 2.4. In case of **RIV**, on successful processing of required documents by DFCCIL, RDSO has, vide ref no- TM/HM/S082/RIV/DFCCIL dated 05-07-2023, has conveyed Provisional Speed Certificate (PSC) of **60 kmph** when running on its own power as well as running in train formation over Indian Railways and over routes of Eastern & Western Dedicated freight Corridors of Indian Railway.
- 2.5. The Indian O&M Service provider shall, within **seven days** of being in receipt of the 'Letter of Acceptance by the DFCCIL' furnish **Performance Security** in the form of a unconditional Bank Guarantee (**PBG**) with amount equivalent to **5% of the total accepted amount in INR** with validity **up to the date 28 days beyond the six month period from the date 08-12-2023**, from any Delhi Branch of an Indian Scheduled Bank.

The DFCCIL Client's claim on Performance security i.e. Client shall be entitled to encash the PBG under following circumstances;

- (i) Failure by the Indian O&M Service provider to pay any amount due to the DFCCIL (Client).
- (ii) Failure by the Indian O&M Service provider to remedy a default, as notified by the client, within 15 days of receiving a notice from the DFCCIL.
- (iii) In case, the P&E (RGM & RIV) remain nonoperational, due to reasons attributable to Indian O&M Service provider, for a continuous period of maximum 15 days and maximum aggregate period of 30 days.



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### 3. Eligibility Criteria

3.1 The Indian O&M Service provider shall submit information and documentation in satisfaction of the minimum eligibility criteria mentioned here under;

#### 3.2 Minimum Financial Eligibility

Indian O&M Service provider shall furnish data regarding 'Net worth', calculated as the difference of Total assets and total liability for the below mentioned Last five Years, in the, appended below, **Form 1**,. The average of such Net worth values (for the last five FYs) shall be assessed which is **required to be positive**. The FYs, during which Consultant registered **negative Net worth, shall not exceed two** And the Average Annual Turnover (for the last five FYs) should be a **minimum of Rs. 30 Crores. Details to be given in, the below appended, Form -2.**

**Form—1**

#### Net Worth

Financial Data	FY-1 (2022-23)	FY-1 (2021-22)	FY-2 (2020-21)	FY-3 (2019-20)	FY-4 (2018-19)
<b>Net Worth (NW)</b>					

Note –

- FY shall mean Financial Year.
- The data in the above Form shall be certified by the Independent Chartered Accountant.

Verified by Chartered Accountant

Signature on Stamp	
Date of CA's signature	
CA's Name	
CA's UDIN	
CA's firm	
CA/CA's Firm Address	
CA's contact number	
CA's E Mail	

Full Signature on Indian O&M Service provider's round Stamp	
Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	

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## Form-2

### Average Annual Turn over

Financial Data	FY-1 (2022-23)	FY-1 (2021-22)	FY-2 (2020-21)	FY-3 (2019-20)	FY-4 (2018-19)
<b>Information from Audited Balance sheet</b>					
Average Annual Turn over					

Note - The data in the above Form shall be certified by the Independent Chartered Accountant.

### Verified by Chartered Accountant

Signature on Stamp	
Date of CA's signature	
CA's Name	
CA's UDIN	
CA's firm	
CA/CA's Firm Address	
CA's contact number	

Full Signature of O&M Service provider Authorised representative on Indian O&M Service provider's round Stamp	
Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	

### 3.3 Minimum Technical Experience criteria

The Indian O&M Service provider shall submit details of Works showing Successful operation and Maintenance of at least two nos. Rail Grinding Machines, manufactured by OEM-M/s Loram, during the **last 5 years (from RFQ Notification Date)** for Railways / Metro projects in India. The details shall be submitted in the below appended form.





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### Form-3

#### Work Experience

S.No.	Description of Rail Grinding Machine (By M/s Loram) O&M Contract	Contract agreement Number & Date	Date of commencement	Date of Completion	Whether successfully completed	Details of the Documentation in support of the claimed experience

Note - The Documentation, in support of claimed experience, shall be Completion Certificate by the Authorised Officers of the Indian Railways/ Metro.

Full Signature on Indian O&M Service provider's round Stamp	
Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	



'Request for Quotation Notification' no- HQ/EN/WC/EDAM(QUOTATION)/RIV&RGM/2023/1 dated-04-12-2023 – Engagement of M/s Vandhana International Pvt. Ltd for 'all cost [except required Fuel, Water & on shore electricity] inclusive' Operation & comprehensive Maintenance [O&M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV & RGM) Taking over certificate dated 17-11-2023) 'RIV & RGM's PE P-6 Contract Warranty period & extendable, at the same terms & conditions (without any price escalation), upto six months from the date-08-12-2023], of self-propelled Rail Grinding Machine [RGM- 72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 & GC-III 249148- RGI 11-04] along with Rail Inspection Vehicle (RIV, Model-RIV-I21), Water Wagon [249094-RGI-11-05] & Camp Coach [ 249094-RGI-11-06].

- 3.4 The Indian O&M Service provider shall have certified trained personnel (from the OEM), to execute works of Operation & Maintenance of Rail Inspection Vehicle (RIV) and 72 Stones Mobile Rail Grinding Machine (RGM) which will be deployed over DFCCIL network, in adequate number. Such OEM Trained / Certified Personnel having **minimum one year experience [ No Novices shall be deployed for the O&M Work for DFCCIL]** of operating and maintaining (as applicable) experience on Loram Manufactured Rail grinding Machine Indian conditions shall be utilised, on the RIV & RGM O&M Work for the DFCCIL, on dedicated basis. The Indian O&M Service provider shall not replace, without written approval from the Client, any of their trained / certified personnel.
- 3.5 The Indian O&M Service provider shall provide sufficient number of skilled/semi-skilled staff required (Minimum 12 staff including 3 supervisors at a time) for **operation and maintenance of RGM**. Out of 3 Supervisors at least one should be Graduate Engineer and other should be at least Diploma in Engineering. Other staff should be minimum ITI. Grinding operator shall be certified by the OEM with valid competency certificate, undergo initial/refresher course for G & SR (General & Subsidiary Rules) from HHI-DFCCIL-Noida in train operation and should be **medically fit in A-3 Category**. Initial/refresher course undergone by grinding operators from ZRTI/DFCCIL is on account of the Indian partner. After undergoing such courses, the operators and necessary personnel shall be given **Competency Certificates**, after due scrutiny, by the CGM/JP All the grinding operators shall have valid 'Periodic Medical Examination'-PME certificate issued by DFCCIL and costs for PME medical examination, shall be borne by the Indian O&M service Provider.
- 3.6 It shall be essential, for the Indian O&M Service provider, to provide;
- a) Sufficient number of skilled/semi-skilled staff required (Minimum 12 staff at a time including 3 supervisors at a time) for operation and maintenance **of RGM**. Out of the 3 supervisors one will be Engineering Graduate and other staff shall be Diploma in engineering.
  - b) Sufficient number of skilled/semi-skilled staff required (Minimum 08 staff at a time including 3 supervisors at a time) for operation and maintenance **of RIV**.

The operators shall be certified by the OEM and will have valid competency certificate in train operation issued by HHI-DFCCIL and will be **medically fit in A-3 Category**. The operator crew must undergo Initial/refresher course in G & SR (General & Subsidiary Course) from HHI/DFCCIL during the currency of this contract, the same shall be borne by the service provider. DFCCIL shall facilitate in expediting the process. All the RIV operators shall have valid Periodical Medical Examination (PME) certificate issued by IR and all the associated cost for medical examination is payable by the service provider.

#### 4. Parties Obligation

- 4.1 During the execution of the Operation & Maintenance Work by the Indian O&M Service provider – fuel (**diesel**), water and on shore electricity (**when the Machine is stabled in Siding after completing a Days' work**) will to be provided by DFCCIL free of cost to the Indian service provider for the complete period of the O&M. Indian O&M Service provider Shall be under obligation to give a detailed break up, based upon a jointly Inspected operation, of the Fuel consumption per hour of the Machine working and for each Hour of Machine Moving (during transit) . The Indian O&M Service provider shall be required to maintain a **real time based daily record** of the fuel received, fuel consumed and Fuel in Balance in a **separate Fuel ledger** which shall be with the Machine Operating Staff and be made available for Inspection by DFCCIL Personnel which shall be certified by DFCCIL personnel on frequent basis.





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- 4.2 **Track Data Base**-An upto date and reliable track database in relevant format which can be uploaded on the RGM would need to be **provided by DFCCIL** as per prescribed format.
- 4.3 DFCCIL shall provide adequate and appropriate security at their disposal to protect and preserve the RGM machine from anti-social elements especially in insurgency defined areas, where the machine maybe required to operate from time to time.
- 4.4 For the execution of O&M Work by the Indian O&M Service provider, DFCCIL shall provide an Authorized DFCCIL personnel having route learning of the section where the RGM is working, who will be present for supervising the grinding work and to monitor the movement of the RGM from one section to another. RGM shall not be moved without authorized DFCCIL's representative. The same would be provided free of charge.
- 4.5 **All tools and plants, drawings, manuals**, which have been supplied by the OEM to DFCCIL, will be handed over to the Indian O&M Service provider free of cost for use along with the machine during O&M period. Indian Service provider shall maintain **a real time based record of the inventory** of such Material, Tools and plants (T&Ps) **in a separate Ledger** (to kept with Machine operating Staff) for inspection by DFCCIL Personnel. All these to be handed over in good condition after expiry of the contract period to DFCCIL.
- 4.6 Indian O&M Service provider shall make the **RGM available** for grinding Operation in DFCCIL Sections (to be a per Grinding plan prepared jointly by the DFCCIL & Indian O&M Service provider) **at least 22 Days in a Calendar month**. Each Day availability shall be subject to minimum availability of the Machine **@ eight Hours per day**. During these 8 hours of daily availability of machine, the working hours (actual grinding including machine setup, movement, closure & stoppages for replacement of consumed grind stones) will be to the extent of ensuring minimum 120 minutes Spark time per days. In Case, the Indian O&M Service provider, due to reason attributable to O&M Service provider, fails to ensure eight Hour daily availability of the RGM Machine, The default shall entitle the DFCCIL to a pre-assessed, mutually agreed & covenanted Damages for the loss of O&M Work which shall be leviable on the O&M Service provider **@ INR 30,000 per each day of default**.
- 4.7 When the RGM is on transit under its own power from one station to another, there will be no routine maintenance, and RGM shall be made available for movement in two shifts of 10 hours each (2x10 hours) in 24 hours' time frame till it reaches destination. The staff of operation and maintenance shall be so redistributed to perform transit work with sufficient staff.
- 4.8 Indian O&M Service provider shall furnish adequate VHF sets for crew communication for safe operation **of RGM**. This should include at least 6 hands free devices and battery charging systems.





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- 4.9 Similarly, Indian O&M Service provider shall make available **the RIV Machine**, for operation for minimum period of **at least 15 Days in a calendar month**, keeping in mind the total track length of DFCCIL and grinding needs for 3 consecutive months of O&M operation. Each Day availability of RIV Machine, at its full-service potential, shall mean **minimum eight Hours availability on each day basis**. The balance days are meant for various maintenance functions during which all maintenance activities are to be completed by the Service Provider. While the Machine is on transit from one station to another or waiting to be hauled, it will be considered as available unless the RIV Machine is under breakdown preceding to this. In Case, the Indian O&M Service provider, due to reason attributable to O&M Service provider, fails to ensure eight Hour daily availability of the **RIV Machine**, The default shall entitle the DFCCIL to a pre-assessed, mutually agreed & covenanted Damages for the loss of O&M Work which shall be leviable on the O&M Service provider **@ INR 30,000 per each day of default**.
- 4.10 Service Provider shall furnish adequate VHF sets for crew communication for safe operation of **RIV Machine**. This should include at least 6 hand free devices.
- 4.11 One 4-wheeler vehicle in good condition with proper road permit and insurance (**Safari/ Scorpio/Bolero or similar**) for transporting men and material required for day-to-day working will be provided by Indian O&M service provider during the entire O&M period for use by O&M crews for grinding operations (deployed on 72 Stone RGM) without any extra payment. This vehicle is to enable the smooth working of the operation & maintenance by the 72 Stone RGM crews.
- 4.12 The Indian partner/OEM's shall ensure the day to day care /safety/health hazards of the employees engaged for grinding operations during the course of the work execution which shall include adequate Food, Tea & Snacks , at regular intervals ,Drinking Water and address the staff's Medical needs. Necessary safety equipment shall be provided for the staff engaged and also for 1 (one) DFCCIL official nominated/deployed on the machine. No extra amount is payable toward this.
- 4.13 During the period of engagement under this notification, the Indian O&M Service provider shall **maintain**, at all the time **during the O&M period, the RIV & RGM Machine in good order**. Indian O&M Service provider shall, in consultation with OEM, satisfactorily, do all types of schedule, periodic, routine, emergent and Break down maintenance of RIV & RGM machines including all assemblies (like engines, generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc) . The such Maintenance activities shall include rectification of any type of defect, as these surface during the Operation and maintenance and shall include replacement of any defective component, assemblies.
- (i) It is envisaged that **O&M Service shall be undertaken during the (RIV & RGM) Machine's Two Year Warranty period**, provided under PE P-6 Contract. To Clarify, there is stipulated, under the PE P-6 Contract (CA), a Two Year Warranty period, after the issuance of taking over Certificates for the RIV & RGM during which, **the Contractor warrants [Ref Para 1.[c] of Contractor Warranty at Page-88 & 89 –CA] to replace, free of cost to the Employer, any defect or failure of equipment/material/Services etc. Provided in any of the P&Es of the Works for a period of 24 months from the date of taking over Certificate of such P&E of the Works**. The Indian O&M Service provider, during the entire O&M period, would have a close interface with the PE P-6 Contractor.





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- (ii) The DFCCIL shall make available, all **spares supplied with the RIV & RGM Machines**, at a mutually agreed designated place jointly monitored by DFCCIL and Indian O&M. A comprehensive List of spares, on best assessment basis, to be submitted. All spares, mentioned in the comprehensive list, shall be procured and brought to DFCCIL Premises at designated place (depot). The newly procured spares and released after replacement components shall be the property of DFCCIL. Transportation of Spares to the machine from DFCCIL Depot and vice-versa will be responsibility of O&M service provider.
  - (iii) A detailed real time inventory of such Spares and the spares shall be maintained, by Indian O&M Service provider which shall be subject to check and verification by DFCCIL Authorities. The RIV & RGM Machine shall not be allowed to remain idle for want of timely supply of spares i.e. so that continued minimum availability of RIV & RGM machines are not affected in the least.
  - (iv) Similarly, the Indian O&M Service provide shall **comprehensive List of Consumables** along with quantities, on best assessment basis, to be submitted. Transportation of Consumables (except fuel) to the machine from DFCCIL Depot and vice-versa will be responsibility of O&M service provider.
  - (v) A detailed real time **inventory of such consumables**, including fuel (ref-Sub Para 4.1, above), shall be maintained, by Indian O&M Service provider which shall be subject to check and verification by DFCCIL Authorities. The RIV & RGM Machine shall not be allowed to remain idle for want of timely supply of consumables i.e. so that continued minimum availability of RIV & RGM machines are not affected in the least.
  - (vi) Complete and up to date records for daily, weekly and monthly maintenance, records of repairs done, defective component replaced of RIV & RGM shall be maintained, on daily basis, by the Indian O&M Service Provider. The Indian O&M Service provider shall prepare & submit **periodical Progress reports** in a mutually agreed format ( to be reviewed on periodical basis) as under;  
  
Daily progress report, (ii) Weekly progress report & (iii) a comprehensive Monthly progress report which shall be mailed to DFCCIL OCC & nominated staff of DFCCIL.
  - (vii) The Service Provider shall maintain the history book, logbook and all other documents prescribed for (RIV & RGM) track machines operating on DFCCIL. The daily progress and history shall be mailed to the nominated DFCCIL official along with weekly and monthly progress reports in the prescribed format.
  - (viii) DFCCIL & Indian O&M Service Provider shall hold **an interactive monthly review meeting**, preferably **on every 21<sup>st</sup> day**, unless it happens to be a holiday in which case the meeting shall be held on the next date, in the DFCCIL HQ. A detailed Minutes shall be drawn and issued subject to mutual agreement of the Parties.
- 4.14 The Cleaning , general upkeep & Maintenance, By Indian O&M Service provider, shall include each component of the RIV & RGM Machine & other constituents of the consist such as each Fixture in camping Coach to be maintained properly so as to ensure uninterrupted availability of Machine, as mentioned in this document, at its fullest service potential. Special cleaning of camping coach (once a month) to be carried out so as to maintain in excellent condition. All electrical, plumbing, furniture, electronics, computers/laptop, TV, Genset, washing machine, freezer, geysers, microwave/oven, communication and all other fixtures available in camping coach to be maintained at all times in good fettle. At the end of the contract period, these fixtures would be handed over to DFCCIL in good condition (subject to normal wear and tear), as was received at the beginning of the contract.





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- 4.15 Special cleaning of **RGM & RIV Machines** to be carried out once a month (as far as possible) with detergents and other cleaning agents to remove all soot, dust etc. and to keep the entire machine in good appearance. RIV & RGM will be stabled at a place so that adequate water (to be provided by DFCCIL), shore based power supply & non-OHE siding are available so as to ensure proper cleaning. Patch painting at rusted locations should be done after cleaning with matching colour. No amount is separately payable towards this.
- 4.16 Complete and up to date records for daily, weekly and monthly maintenance will be maintained by the bidder. The daily/weekly/monthly and all progress report in the prescribed format shall be mailed to nominated officials of DFCCIL daily/weekly/monthly.
- 4.17 The daily progress, grind history shall be mailed to the nominated DFCCIL official along with weekly and monthly progress reports in the existing format.
- 4.18 During the O&M Period or the extended period, as applicable, it shall be responsibility of the Indian O&M Service provider of ensuring that the Machines (RGM, RIV and other constituents of the consist) are protected round the clock. All untoward and unauthorized persons are not allowed to come in the vicinity of the Machines and consist.
- 4.19 The Indian O&M Service provider shall indemnify the DFCCIL from all types of Claims, damages, losses and expenses (including legal fees) in respect of bodily injury, sickness, death or damage to third Party property, during the O&M Period, caused by / attributable to the Indian O&M Service provider, its personnel or any person acting on behalf of the O&M Service provider.
- 4.20 The Indian O&M Service provider shall quote a lump sum O&M fee, to be released / paid, on monthly basis, to the O&M by the Employer Representative, which shall be CGM/AI, for this engagement & during the O&M period. Such O&M fee shall be all inclusive and shall include the operation & maintenance (including Spares and consumable cost except Fuel which, as mentioned above shall be provided by the DFCCIL). No payment in addition to O&M fee shall be admissible and be made by DFCCIL in this regard. No Price adjustment due to escalation shall be admissible during the O&M period (even if extended up to six months).

As mentioned above, the **O&M period shall be three months** from commencement of Services. At the time of award, a 03 days' Notice shall be given for commencement of rail grinding. The Indian O&M Service provider shall utilize **this three days advance notice period** for synchronized / simultaneous activities such as deployment of requisite resources & man power at designated places, gathering of track data extra (at no cost to DFCCIL for gathering Track data, running of RIV over the allotted section and deciding the manner in which Rail Grinding is to be done. During this period, a detailed Grind plan along with a detailed method statement shall be prepared, in consultation with OEM, to be submitted to DFCCIL.

DFCCIL shall, **at least 21 days in advance** of the three month O&M period (if required) give a notice to the Indian O&M Service provider paving the way for **extending the O&M period** from erstwhile three Month to six month. DFCCIL, during extended three months, shall make the same Payment on monthly basis as during previous three months of O&M.

- 4.21 **Test Site Management:** As mentioned above, during the 3 months O&M period extendable up to six months, 18 test sites are to be selected for active management by Service Provider in consultation with DFCCIL for either the Western Corridor or Eastern Corridor.

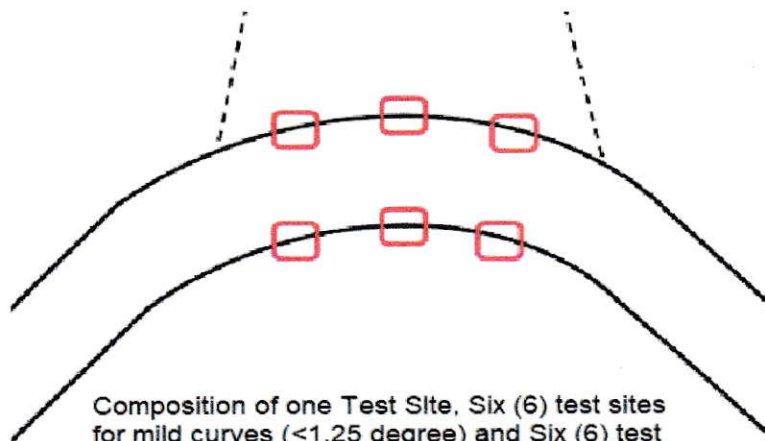




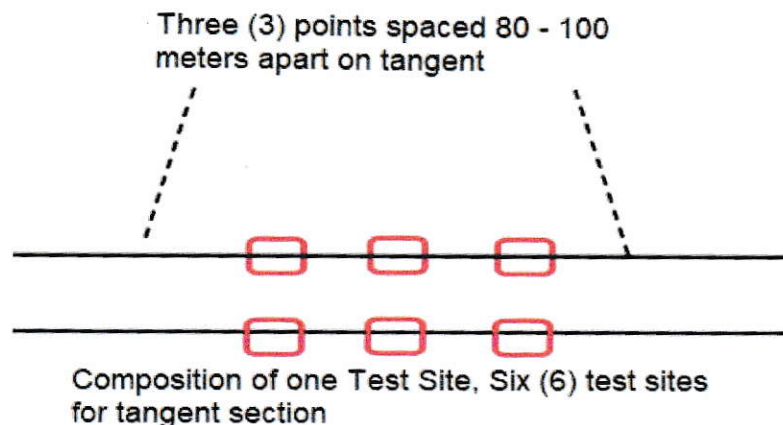
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- Selection of Eighteen (18) representative open track locations. Six (6) sharp curves, Six (6) mild curves and Six (6) tangent sections;
  - Locations should be in normal running line
  - Locations should be a mix of new and old in a reasonable state of repair, not near the end of their service life.
- DFCCIL will assist the service provider in setting up eighteen (18) tests sites with the following information after the Contract commencement.
  - Location (line, track, KM, GPS Lat/Long, etc)
  - Curve Radius (if any)
  - Rail Manufacturer & Year of Manufacture
  - Rail Chemistry
  - Rail Size
  - Rail Year of Laying
  - Annual Tonnage
  - Accumulated GMT till date
- The following data should be collected as a baseline at each of the red box locations shown below each grind cycle (pre and post)
  - Mini Prof (best practices to be followed)
    - Establish a location on the rail between two sleepers at least three (3) meters from a joint or weld.
    - Clearly label the exact location on the rail to perform measurement each grind cycle
    - Ensure rail is free of grease and debris
    - Ensure Mini Prof is placed squarely on the rail using rod and perpendicular device.
    - Record detailed location parameters for each Mini Prof file either in the file itself and/or on a data collection sheet
    - Clear, well lit, and labelled photographs of the rail after dye penetrant/mag particle test (pre-grind only) and of clean rail (pre and post-grind)
  - Example test locations (red boxes below)

Three (3) points spaces equally over the main body of the Curve with constant radius



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**Maintenance of Test Sites:** These eighteen (18) locations (for either Western or Eastern Corridor each) will be maintained by Service Provider as permanent test sites and DFCCIL should ensure that these Test Sites should be re-marked periodically with proper paint. Format for Test site location marking by paint has been shown below



Initial draft report from the test sites would be submitted within 45 days of start of O&M scope of work.

- 4.22 Depot Space for Storage of Spares: DFCCIL would provide free of cost, adequate storage space preferably about 2000 square feet of space at the Dadri depot for storage of RGM spares to the Indian service provider.
- 4.23 Statutory Variation: Any new taxes, introduced during the currency of the contract by the Ministry of Finance, government of India shall be passed onto DFCCIL for reimbursement on actuals after submission of required documentation.





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4.24. In their Offer to DFCCIL, the prospective O&M Service provider, acting through a Authorized representative duly supported by a Power of attorney (POA) issued by a higher Functionary authorized , by the O&M Service provider Management, to issue such POA shall provide all the details and documentation, requested in this document at various places, in addition, they shall submit a Lump sum amount , as envisaged for a three month & O&M period as under:

1. Contract O&M Amount (without Indirect Taxes)
2. Contract O&M Amount (with Indirect Taxes)
3. Details of Indirect Taxes envisaged with total amount of taxes and rate of taxes. DFCCIL shall reimburse such taxes on actual incurred basis subject to production of relevant Tax deposit Documentation.
4. In addition and as a back up calculation of their Contract O&M amount,

#### Annexure-1A

#### DFCCIL Operations and Maintenance – Schedule of Requirements:

Sl No.	Description	Qty	Total Amount in INR (exclusive of applicable Taxes)	Total Amount in INR (inclusive of applicable Taxes)
Give figures for 03 months O&M Services				
1	Manpower Cost for O&M Services on Quarterly Basis for Service Partner for both RGM and RIV (During 3 months O&M Period within DNP period of Machine Supply Contract ( PE P-6))	Give a detailed list of suitably qualified and experienced personnel, proposed to be deployed by the Indian O&M Service provider.		
2	Rate of Spares in INR excluding grinding stones for both RGM and RIV (During 3 months O&M Period within DNP period of Machine Supply Contract ( PE P-6))	In addition, a comprehensive List of spares shall, also, be submitted.  Note-as mentioned above, All spares, mentioned in the comprehensive list, shall be procured and brought to DFCCIL Premises at designated place (depot). The newly procured spares and released after replacement components shall be the property of DFCCIL.  Transportation of Spares to the machine from DFCCIL Depot		



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		and vice-versa will be responsibility of O&M service provider.		
3	Consumables (excluding grinding stones) for both RGM and RIV	In addition, a Comprehensive List of Consumables along with quantities, on best assessment basis, shall, also, be submitted.  Transportation of Consumables (except Fuel) to the machine from DFCCIL Depot and vice-versa will be responsibility of O&M service provider.		
	Total all-inclusive Contract amount (in a Summary Sheet)			

Note- the total of (1), (2) & (3) above shall give the Contract O&M amount for three month which shall be broken down on prorata basis to work out the **Monthly Payables** (except indirect taxes which shall reimbursed on actual incurred basis subject to production of documents ) to the Indian O&M Service provider. In case the O&M period is extended up to six month, the DFCCIL shall keep on releasing the same monthly payables during the extended three months

4.25 The Indian O&M Service provider shall submit, up to the seventh of each next month, a monthly invoice stating the following;

- (i) Respective Availability of RIV & RGM- verified by the respective DFCCIL Field unit.
- (ii) Details of grinding done (on daily basis) with comparative analysis of Pre & post grinding Parameters- verified by the respective field unit.
- (iii) Details, on daily basis, of the Indian O&M Service provider personnel working on the operation and maintenance part of the Contract- verified by the respective field unit.
- (iv) Details (on daily basis) of Maintenance, repairs and Break down attended along with total break down time- verified by the respective field unit.
- (v) As summing up, a broad based certificate from the CGM unit that Indian O&M Service provider performed satisfactorily as per the this O&M Contract.

Within 07 days of having received such invoice, **Chief General Manager/DFCCIL/Jaipur unit [CGM/JP (DFCCIL)]** shall release the aforesaid monthly payables to the Indian O&M Service provider in their designated account to be shared with DFCCIL for this purpose.

4.26 As per the "Principle of Insurable Interest – DFCCIL is the owner of the machine and the bidder is only a service provider with O&M of the RGI-11 and RIV machine and a Special Contingency Policy covering the following risks is to be submitted by the Indian O&M service provider for a one year period which shall, effectively, provide insurance cover during the entire Contract Period of three months -extendable up to six months





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- Fire and allied perils
- lightning
- Riots, Strikes, Malicious Damage
- Theft
- Accidents including derailments.
- Flood Group of Perils (Storm, Tempest, Flood and Inundation)
- Act of God Perils such as Earthquake

To issue this cover, DFCCIL will provide the service provider with the purchase price, as worked out from the Cost center available in the PE P-6 Contract for the of the machine

In case of both RGM & RIV, the Indian O&M Service provider shall , also provide insurance, in addition, against 'injury to Persons and Damage to Property', to provide coverage up to 01 crore ,for a one year period which shall, effectively, provide insurance cover during the entire Contract Period of three months -extendable up to six months.

**Both above cited Insurances shall be in the joint name of Parties (DFCCIL-Client and Indian O&M Service provider) who shall be jointly entitled to receive payments from the Insurers.**

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