## BHAUPUR – KHURJA SECTION OF EASTERN DEDICATED FREIGHT CORRIDOR SYSTEM WORKS: CONTRACT PACKAGE - CP 104 RESPONSES OF PRE-BID QUERIES OF THE BIDDERS

S. No.	Reference to Bidding Document (Consisting of Part, Section, Volume, Reference Clause, Page no. etc.)			As Per T	ender	Clarification sought by the Bidders	DFCC's Response
836	Part 1, Section III, Annexure-I, Clause 2.1 (3), Page 52				nitments / Works in dding Forms-Section	Details requested in Form CCC are quite exhaustive and detailed in nature. It is requested to kindly replace the format of Form CCC of CP-104 similar to that the one provided in Addendum-4 for Pre-qualification of CP 204 (Bhaupur-Mughalsarai).	Provisions in the Bidding Document and its Addendum shall prevail.
837	Part 2, Section VI, Volume-2 Clause 8.4 (1), Table: No 8.9-1, OHE Conductors, Page 68	Conduct or Catenary	Min. Size (mm² ) 125	Materia I Copper Alloy	Remarks Material having temperature range minimum 100°C. copper magnesium as per RDSO specifications No. TI/SPC/OHE/Cat(Mag- copper)/0120 (08/2012) or any other copper alloy as per EN50119 or as per DIN 48201 (T1, T2)	As per DIN 48201 120 mm <sup>2</sup> Catenary wire is a standard product in the global market. In view of the above it is requested to revise the minimum size of Catenary wire from 125 mm <sup>2</sup> to 120mm <sup>2</sup> .	Please refer Addendum 7 (S.No. 250). Reply to Query no. 813 regarding size of Catenary stands revised as above.

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838	Part-1, Clause 4.1, Page 10	Bidder may be a private entity or a government-owned entity—or any combination of such entities in the form of a joint venture, or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, or association: JVA all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.	In line with the practices followed in many Design and Build Turnkey projects funded by World Bank/ JICA / Other Multilateral funding agencies, we request to permit the proposed JV to be un –incorporated JV/ consortium wherein the members will have clear split among them with respect to scope of work & quoted prices. In this context, it will be the bidders responsibility to provide the clear cut scope split amongst them. Kindly confirm.	Un-incorporated JV is also permitted. Provisions in the Bidding Document and its Addendum 7 (S.No. 246 & 247) shall prevail.
839	Part 1, Section II, Clause ITB 30.1, Page 45	<ul><li>"[] the prices shall be quoted by the Bidder entirely in Indian Rupees</li><li>[].</li><li>A Bidder expecting to incur expenditures in other currencies for inputs to</li></ul>	In line with the practices followed in many Design and Build Turnkey projects funded by World Bank/ JICA / Other Multilateral funding agencies, we request to permit as follows:	

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	Response to question no 86 and 90 of addendum .3 Page 20 of 195	the Works supplied from outside the Employer's country shall indicate [] the percentage of the bid price needed by him for the payment of such foreign currency requirement, limited to no more than three foreign currencies [] DFCCIL will make payment in the name of JVA in the respective currency account no. as given by JVA and included in the contract agreement.	<ol> <li>Each member of the un- incorporated JV/ consortium will invoice for their respective portions in the quoted currencies under the covering letter of lead member of un –incorporated JV/ consortium enclosing the invoices mentioning therein respective account nos.</li> <li>It is requested to disburse payments directly to each member of the un –incorporated JV/ consortium for their respective scope as per the designated accounts.</li> <li>A clear billing breakup identifying the details of currency vise split up among the various members of by the un –incorporated JV/ consortium shall be submitted along with second stage financial submission.</li> <li>Issuance of TDS certificate in favour of the individual un – incorporated JV / consortium Members.</li> <li>Kindly confirm as these are standard practices in Design &amp; Build and</li> </ol>	<ul> <li>Please refer Addendum 7 (S.No. 256)</li> <li>3) Please refer Addendum 7 (S No 246 &amp; 247).</li> <li>The reply to query no. 86 (2) &amp; (3) and 90 stands revised as above.</li> <li>4) If required, TDS certificate in favour of JV member shall be issued.</li> </ul>

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			Multilateral funded projects and moreover they are in line with RBI, FEMA, FERA and other financial regulations.	
840	Part 1, Section III, Para 4.1, Page 83 & 85 & SL No of Addendum 3	<ul> <li>(1) Replace contents of Sub Clause (c) of letter of Bid –</li> <li>Two Stage Bidding, Second Stage Bid in Form –</li> <li>LOB-SS with the following:</li> <li>"(c) Excluding the discounts offered below (if any), the price of our Bid for Contract Package 104 is</li> <li>[Insert Bid Price in figures] INR</li> <li>[Insert Bid Price in words] INR</li> </ul>	<ul> <li>We understand that from this addendum the bidders are permitted to quote in INR only.</li> <li>In line with the practices followed in many Design and Build Turnkey projects funded by World Bank/ JICA / Other Multilateral funding agencies, we request to permit as follows:</li> <li>1) to quote the bid prices in Multiple currencies i.e INR + 3 Foreign Currencies.</li> <li>2) the conversion to Indian Rupees should be only for the purpose evaluation.</li> <li>3) To adopt the apportionment &amp; disbursement of foreign currency in line with RBI, FEMA, FERA and other financila regulations A clear billing breakup identifiying the details of currency vise split up among the various members of by the un –incorporated JV/ consortium shall be submitted</li> </ul>	<ol> <li>4 2) Provisions in the Bidding Document shall prevail.</li> <li>3) Please refer Addendum 7 (S. No. 246 &amp; 247)</li> </ol>

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			along with second stage financial submission. This shall become the basis for apportionment and disbursement of quoted foreign currency. Kindly confirm.	
841	Reply to queries along with Addendum 3 (SI NO 64) and Part 3, sub clause 4.11 of particular conditions, Page 11	Being Design Build lump Sum contract, High sea Sales Agreement shall not be applicable during execution of Contract.	<ul> <li>We have the experience of executing Turnkey Design and build lump sum contracts funded by World Bank / JICA / Other Multilateral funding agencies wherein High Sea Sales are permitted and payments are made through LC. This is a standard industry practice in line with the sale in the course of import transactions.</li> <li>The mode of this transaction shall be as follows:</li> <li>The bill of lading will be endorsed in the name of DFCC and ownership is transferred on high seas</li> <li>Upon the issue of Bill of lading the contractor is eligible for payments associated with the</li> </ul>	Please refer sub-clause 4.11 of Part 3 'Conditions of contract' as per which the Employer will provide all certificates required for claiming exemption of Customs duty by the

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			<ul> <li>imported supply.</li> <li>The material is issued by DFCC to the contractor for the purpose of installation.</li> <li>The responsibility towards custody of such materials lies with contractor till the Taking over Certificate is issued by the Employer.</li> <li>The above high sea sale transaction shall enable the contractor to avail Custom Duty exemptions.</li> <li>Kindly confirm.</li> </ul>	contractor. Provisions in the Bidding Document shall prevail.
842	FIDIC Yellow Book Part 3, sub clause 4.11 of Particular conditions, Page 11	"DFCC project being funded by the World Bank, qualifies for exemption from payment of custom duty and Excise duty on goods supplied/intended to be supplied to the Project in terms of Government of India's Customs notification no. 84/97 – customs dated 11.11.1997 and Central Excise Notification no. 108/95-CE dated 28.08.1995 (read along with all subsequent amendments) respectively, provided the goods brought in to the project are not withdrawn by the supplier or the Contractor. Under various notifications of the	<ul> <li>We understand that the central sales tax Form C will be issued by the employer as per sub clause 4.11 of particular conditions.</li> <li>The mode of this transaction shall be as follows for interstate transaction:</li> <li>The LR will be endorsed in the name of DFCC and ownership is transferred in transit.</li> <li>Upon the issue of LR the contractor is eligible for payments associated with supply.</li> </ul>	Form C shall not be issued by the Employer. Provisions in the Bidding Document and its

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		Department of Excise and Customs, Government of India, goods brought in to the project funded by the International Bank of Reconstruction and Development (IBRD) and / or awarded after conducting process under the International Competitive Bidding are exempt from Customs and Excise duties and / or are eligible for Deemed Export Benefits, provided the said goods are not withdrawn by the supplier or Contractor. The certificates required for claiming exemption of customs duty and excise duty and / or for claiming deemed export benefits on goods by the Contractor shall be issued by the Employer. The Contractor shall be solely responsible for obtaining such duty exemptions and / or deemed export benefits for any reasons whatsoever; the Employer shall not reimburse any such duties. The above stated certificate(s) shall be issued for the bonafide and reasonable quantities of goods to be used as input in the construction of Works, on the recommendations of the Engineer taking in to account the Work Programme [Sub-Clause 8.3 of the Conditions of Contract] and approved methodology.	<ul> <li>The material is issued by DFCC to the contractor for the purpose of installation.</li> <li>The responsibility towards custody of such materials lies with contractor till the Taking over Certificate is issued by the Employer.</li> <li>The above sale transaction shall enable the contractor to avail concessional sales tax under form C.</li> <li>Kindly confirm.</li> </ul>	Addendum shall prevail.

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		Any delay in procurement of the goods as a result of any delay, in the issuing of the above mentioned certificates and / or availing the exemptions, shall not be entertained as a reason for granting any Extension of Time for Completion and / or additional cost. No customs duty or excise duty or any tax, fee, royalty etc will be reimbursed by the Employer. Central Sales Tax Form 'C' shall be issued by the Employer, if applicable."		
843	FIDIC Yellow Book Part 3, sub clause 4.11 of Particular conditions, Page 11	"DFCC project being funded by the World Employer, if applicable."	Kindly Confirm that Road Permits / Way Bills will be issued by DFCC as applicable under the U.P. VAT laws.	No road permits/way bills will be issued by the Employer.
844	FIDIC Yellow Book Part 3, sub clause 4.11 of Particular conditions, Page 11	"DFCC project being funded by the World Employer, if applicable."	Kindly Confirm on applicability of following Taxes: Withholding Tax on Off shore payment Works Contract Tax. & Building and other construction works.	Please refer Part 1, Section I, ITB 29.8, Page 26 of 134. Also, please refer Addendum 7 (S.No. 245 & 255).

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			Service Tax	
845	G.C.C FIDIC Yellow Book 1999 & Part 3, Section VIII. Clause 4.10, Page 10	The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data. Accordingly, the contractor shall have no claim in this regard. To the extent which was practicable (taking account of cost and time), The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation): (a) the form and nature of the Site, including	Our understanding from the said clause is that the Contractor shall not be entitled for any cost. However contractor shall have the right for Extension of time without imposition of LD. Kindly confirm our understanding.	Provisions in the Bidding Document Part 3, Section VIII, Sub Clause 8.4 (Extension of Time for Completion) & 8.7 (Delay Damages) shall prevail.

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		<ul> <li>sub-surface conditions,</li> <li>(b) the hydrological and climatic conditions,</li> <li>(c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,</li> <li>(d) the Laws, procedures and labour practices of the Country, and</li> <li>(e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.</li> </ul>		
846	G.C.C FIDIC Yellow Book 1999 & Part 3, Section VIII. Clause 4.12, Page 11	<ul> <li>Unforeseeable Physical Conditions</li> <li>In this Sub-Clause, "physical conditions" means man made or natural physical conditions including sub-surface and hydrological conditions which the contractor encounters at Site during the execution of works.</li> <li>Except as otherwise stated in the contract:</li> <li>(a) The contractor accepts total responsibility for having foreseen all difficulties and physical conditions; and</li> <li>(b) The contract price shall not be adjusted to take account of any unforeseen physical conditions"</li> </ul>	We understand that in case of unforeseen physical conditions, the contract price shall not be adjusted. However we understand that the contractor is entitled for extension of time without imposition of LD. Please confirm.	Provisions in the Bidding Document Part 3, Section VIII, Sub Clause 8.4 (Extension of Time for Completion) & 8.7 (Delay Damages) shall prevail.

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847	G.C.C FIDIC Yellow Book 1999 & Part 3, Section VIII. Clause 4.7, Page 10	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. Accuracy of these specified items of reference shall be deemed to have been verified by the contractor. Accordingly, the contractor shall have no right to claim towards time or costs caused due to errors in these specified items to reference.	We understand that the contractor is not entitled to claim time or cost in case of errors in setting out. We request you to consider providing extension of time without imposition of LD.	Provisions in the Bidding Document Part 3, Section VIII, Sub Clause 8.4 (Extension of Time for Completion) & 8.7 (Delay Damages) shall prevail.
848	G.C.C FIDIC Yellow Book 1999 & Part 3, Section VIII. Clause 17.3, Page 22	<ul> <li>Employer's Risk</li> <li>The risks referred to in Sub-Clause 17.4</li> <li>below are: <ul> <li>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,</li> <li>(c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and</li> </ul> </li> </ul>	It is requested to retain sub paragraph (h) of FIDIC clause 17.3	Provisions in the Bidding Document shall prevail.

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		<ul> <li>Subcontractors,</li> <li>(d) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,</li> <li>(e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,</li> <li>(f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,</li> <li>(g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, if any, and</li> <li>(h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.</li> </ul>		
849	Part 1	DFCCIL's response to query nos. 86 & 90	Please refer to the responses to query numbers 86 & 90 and further discussions on the matter, wherein it was re-iterated to disburse the payments directly to each member of the JVA and also clarified that	

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			similar kind of payment scenario was adopted by M/s Power Grid Corporation of India Limited (PGCIL) in a World Bank funded project. Considering this, for the Contract Package 104 for Bhaupur to Khurja section Eastern Corridor, we hereby request DFCCIL to accept the following:	
			<ol> <li>Direct invoices from each member of the JVA for their respective scope of work</li> <li>Make direct payment to each member of the JVA against the respective invoices raised by each member duly authorized by the lead partner of the JVA and</li> <li>All members of the JVA shall be jointly and severally responsible for the execution of the complete scope of work.</li> </ol>	<ul> <li>1. &amp; 2. Please refer response to query at S No. 839.</li> <li>3. Provisions in the Bidding Document shall prevail.</li> </ul>
850	G.C.C FIDIC Yellow Book 1999 & Part 3, Section VIII, Clause 8.8,	Suspension of Work. "In the event of the failure of the Contractor to duly and effectively perform any of its obligations or to perform proper execution of the Works in accordance with	The last paragraph of this clause mentions certain situations wherein contractor is not entitled to claim extra costs incurred during the period of suspension of work.	Provisions in the Bidding Document shall prevail.

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	Page 15	the provisions of this Contract, the Engineer may by notice require the Contractor to suspend forthwith the performance of any obligations under the Contract or the whole or any part of the Works. The Contractor shall, pursuant to the notice under this Sub-Clause, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer and thereupon carry out remedial measures to rectify the defects and secure the safety of the suspended works. The Contractor may by notice require the Engineer to inspect such remedial measures forthwith, with a request that the suspension hereunder may be revoked. The Engineer shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and the procedure set forth in this Sub-Clause shall be repeated until the provisions of Sub-Clause 15.2 [Termination by Employer] comes into effect. All reasonable costs incurred for maintaining and protecting the Works and remedying the defects during the period of	However, Our understanding is that the contractor shall be entitled for Extension of time without imposition of Liquidated damages. Please confirm. Considering the fact that these situations are beyond the control of the contractor, kindly request you to allow contractor to claim time and cost or request you to delete the last paragraph of this clause.	

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		suspension shall be borne by the Contractor. During the period of Suspension, the Employer may at its owndiscretion, on behalf of the Contractor, undertake to fulfill any of the Contractor's obligations for remedying and rectifying the cause of Suspension. Provided that any cost incurred by the Employer in fulfilling the obligations of the Contractor for the remedying or rectifying the cause of Suspension shall be borne by the Contractor. The Employer shall have the right to deduct any such expense incurred and another twenty percent thereof as Damages from any payment due or to be due to the Contractor under the provisions of this Contract. If and to the extent the cause for the suspension is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10, and 8.11 shall not apply. The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is: (a) provided for in the Contract; or		

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		<ul> <li>(b) necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor; or</li> <li>(c) necessary for the safety of Works or any part thereof; or</li> <li>(d) necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site; or</li> <li>(e) to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities."</li> </ul>		
851	G.C.C FIDIC Yellow Book 1999 & Part 3, Section VIII, Clause 18.3, Page 22	The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub- Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.	Kindly request you to have an aggregate limit for this liability or restrict the number of occurrences. It is impossible to have an insurance cover for unlimited liability. This clause mentions that the insurance policy shall be in the joint names of the parties. Our proposal is to include DFCCIL as an additional insurer.	Provisions in the Bidding Document shall prevail.

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		This insurance shall be for a limit per occurrence of not less than the amount stated in the Appendix to Tender, with no limit on the number of occurrences. If an amount is not stated in the Appendix to Tender, this Sub- Clause shall not apply. Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:	Please confirm.	
		<ul> <li>(a) shall be effected and maintained by the Contractor as insuring Party,</li> <li>(b) shall be in the joint names of the Parties,</li> <li>(c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and</li> <li>(d) may however exclude liability to the extent that it arises from:</li> <li>(i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,</li> <li>(ii) damage which is an unavoidable result of the Contractor's obligations to execute the</li> </ul>		

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		Works and remedy any defects, and (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms. The insurance clause shall include a cross liability clause such that the insurance shall apply to the Employer, the contractor and Sub contractors (wherever applicable) as separately insured Minimum amount of third party insurance:- INR 100 million for any one occurrence.		
852	Part 2, Section VI, Volume 4, Clause 8.4.1.3 and reply to queries S.No. 332, 452, 531	Tender Condition : All major equipment and component of the MTRC System shall have redundant engineering to minimize the effects of the failure of such equipment to the operations and performance of the MTRC System DFCC Reply: Provisions in the Bidding document are sufficiently clear. The contractor shall be responsible for redundant engineering for all major equipments and components provided under this contract	Please clarify the definition and scope of redundant engineering. Do we need to supply hardware and software for redundant engineering?	The redundant engineering shall be provided by Contractor to meet performance requirements as covered in Appendix-14 of General Specification and Chapter 3 & Clause 8.3 of Chapter 8 of Particular Specifications / Telecommunication Works.

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853	Part 2, Section VI Volume 4, Clause 1.2.3 and reply to query S.No. 518	DFCC Reply : Please refer Part 4 – Reference Documents.	The lat longs of all the sites (existing IR sites and proposed EDFCC stations/sites) may please be provided.	Please refer Addendum 6 (S.No. 234) for minimum coverage level to be available in Bhaupur – Khurja section from MTRC system being provided by Indian Railways. Being Design & Build Contract, Contractor is required to work out locations of Base Transceiver Stations (BTSs) to be provided under this
				contract and take approval from the Engineer.
854	Part 2, Section VI, Volume 5 Part 2, Section VI, Volume 4 & Clause 4.3.4 & 5.3.4.3	Tender Condition: Telecommunication Equipment Rooms (TERs) at Auto Section Locations, LC Gates, Interfacing IR Stations, GSM-R Locations, TSSs, SPs, SSPs, IMDs, IMSDs as 'Class-B2' under Clause 2.18 of General Specifications.	<ul> <li>Is bidder allowed to install Telecom equipment in other technical equipment rooms to optimize the building requirement?</li> <li>a. Installation of Telecom equipment in SCADA equipment room to optimize the building requirement.</li> <li>b. Installation of Telecom equipment in Auto Section locations/Line Side Cabinet rooms to optimize the building requirement.</li> <li>We understand that Telecom Equipment Room is not required at LC gates. Telephone line</li> </ul>	Provisions of Bid Document are sufficiently clear. Please refer to Clause 5.3.3.2, 5.3.3.3, 14.3.1, 14.3.2 and 14.3.3 of Particular Specification/Telecommunication Works. Please refer to Clause No. 2.7(1), 3.3(1) & 3.4(1) of Particular Specifications/Building and Structures

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			required at LC gates will be extended from the nearest Telecom Equipment location. Please confirm. TER location is not shown in the IMSD Building Structure Plan. Please specify Location for Telecom equipments installation in IMSD	including E&M. IMSD Building Structure Plan is only indicative. TER shall be constructed (if required to house various Telecom Equipments) in IMSD by the Contractor. The design shall be decided at Design Stage in consultation with the Engineer.
855	Part 2, Section VI Volume 4, Clause 6.3.4	Tender Condition: Ethernet Services such as Ethernet Private Line (EPL) Services ,	In S.No111, Addendum-3 'shall' is replaced by 'can'. Please clarify the Ethernet services to be extended at these locations is the scope of this tender/contract OR SDH equipment should be provided with suitable hardware to extend Ethernet services at these locations in future if required. In S.No111, Addendum-3 "shall" is replaced by "can". Please confirm if same change is applicable for clause 6.3.4 also.	Provisions of Bid Document are sufficiently clear. For meeting requirements of services (EPL, EVPL and E-LAN) of other systems at Auto Section Locations, GSM-R Locations, LC Gates, TSS, SP & SSP, these services can be extended using Ethernet over SDH (EoS) in consultation with Engineer. Please refer Addendum 7 (S.No. 252).
856	Part 2, Section VI Volume 4, Clause 8.4.1.1(1)	Tender condition: Base Station Sub-system (BSSs) of Base Station Controllers (BSCs) communications for	Please confirm up gradation of existing BTSs for smooth Handover will be done by Indian	Please refer reply to query at S.No. 523 & Addendum 7 (S.No. 254).

S. No.	Reference to Bidding Document (Consisting of Part, Section, Volume, Reference Clause, Page no. etc.)	As Per Tender	Clarification sought by the Bidders	DFCC's Response
	and reply to query S.No 523	train control system i.e. ETCS Level-2. DFCC Reply: Any up-gradation or strengthening required for smooth handover, at BTSs of Indian Railway shall be done by the Contractor.	Railway/EDFCC. If required to do the planning and consider the existing network. we need the Existing IR MTRC Network situation, including site capacity, site information, and electronic map of existing network	Please refer reply to query at S.No. 801.
857	Part 2, Section VI Volume 3, Clause 2.2.2(1b) and reply to query S.No. 135	Tender Condition: A tentative list of 79 Nos. LC gates in Bhaupur-Khurja section is provided at Appendix 1. of these 79 Nos, 45 Nos. of Level crossings will be closed and replaced by RUB/Subway Any increase or decrease in total number of LC gates to be interlocked beyond 34 Nos. shall be treated as Variation. DFCC Reply : Please refer Clause 2.2.2(1)(b) and Chapter 10, Appendix 1 which clearly indicate that LC gates are being closed and replaced with RUB/Subway and exact list of 34 LC gates that would be required to be interlocked will be assessed and advised (based on progress of ongoing RUB/Subway works) at the Preliminary design stage.	Identification of 34 LC gates out of 79 is required to estimate required hardware, cables and other services.	As already replied vide response to query No. 135, the particular LC gates to be interlocked shall be decided at design stage based on progress of ROB/RUB works. The (location dependent) variable cost element in the interlocking of LC gate being minuscule may be assessed by the Bidder making suitable assumptions.