


Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)

**Pre Bid Conference dated 22.11.2024 at DFCCIL Ambala in c/w the Prebid Conference for the work -
Name of work: Operation & Maintenance of 09-3X Dynamic Tamping Machine (57086) including supply of spares (as per requirements)
for 12 Years with in DFCCIL Network/CGM DFCCIL/Ambala.
Tender notice no. EDFC_CGM_UMB_TM_2024_2 dated 16.11.2024**


The decision required from Corporate Office for following items:

1. PLASSER (INDIA) PRIVATE LIMITED

SN	Clause No. & Page No.	Tender Condition	Tenderer's Queries	DFCCIL Reply
1	NOTICE INVITING E-TENDER Page 9 of 148	9. Date and Time of start and end submission of Tender on website ireps.gov.in Bidding can be submitted up to 15.00 Hrs of [16.12.2024] through www.ireps.gov.in	Since the tender preparation requires a lot of work and forthcoming holidays, the current submission date is not sufficient to prepare the Tender on time. It is requested to kindly allow at least an additional 4 weeks to prepare and submit the tender. As it is the first of it's kind of O&M works contract hence, we also request to kindly allow a second pre-bid meeting to clarify on other items after the clarification issued for the first pre-bid meeting not resolved.	agreed
2	NOTICE INVITING E-TENDER Page 9 of 148	Type of BID Open E-Tender Single Packet	The floated tender rate is high value contract and with a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' should be adopted for high value contract as per Indian Railway General Condition of the contract the contract. It is requested to please amend the clause accordingly as E-Tender Two Packets system. Please refer to latest condition of IR GCC as per Clause 7A. Two Packets System of Tendering.	Not agreed as the decision has been taken by considering all factors.


 Dy. Chief Project Manager/Engg.
 डी.एफ.सी.सी.आई.एल, अंबाला
 DFCCIL, Ambala


		<p>We are enclosing the WDFC tender document for "Two Packet System of Tendering"(as mentioned on page 15 of 157), with a tender value of Rs. 25,75,94,380.00. This document is submitted for your kind consideration and for potential adoption in alignment with our requirements.</p> <p>Please refer to WDFC Tender: AII/EN/WDFC/TM/23 as the relevant reference for this submission.</p> <p>In addition to this, we kindly request you to share the DFCCIL Board updated policy guidelines for Open E-Tender Single Packet system for tenders with a value exceeding Rs. 10 crore.</p>	<p>The floated tender rate is high value contract and with a view to assess the tenders technically without being influenced by the financial bids, Two Packets System of tendering' should be adopted for high value contract as per Indian Railway General Condition of the contract the contract.</p>	<p>Not agreed as the decision has been taken by considering all factors.</p>
3	NIT Page 10 of 148	<p>DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 7 of Notice Inviting Tender.</p>	<p>However, DFCCIL reserves right to change the site of work anywhere in the jurisdiction of DFCCIL, it is requested to please clarify that which jurisdiction will pay the submitted bill at the time of transfer the machine from one to another.</p>	<p>Tender inviting unit i.e. CGM/U MB unit will pay the submitted bill even if machine works in any CGM unit across DFCCIL.</p>
4	Page 15 of 148	<p>1.3.1 Introduction Location Works are to be executed anywhere in the jurisdiction of DFCCIL and the contractor shall be bound to execute the work without any extra cost.</p>		


 उप मुख्य परियोजना प्रबंधक/इंजी. ए.
 Dy. Chief Project Manager/Engg.
 डी.एफ.सी.सी.आई.एल, अंबाला
 DFCCIL, Ambala

5	<p>ITT 1.3.13(i) Eligibility Criteria Page 24 of 148</p>	<p>(A) Technical Eligibility Criteria: The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited</p> <p>(i) Three similar works each costing not less than the amount equal to 15% of advertised value of the tender OR</p> <p>(ii) Two similar works each costing not less than the amount equal to 20% of advertised value of the tender OR</p> <p>(iii) One similar work costing not less than the amount equal to 30% of advertised value of the tender.</p>	<p>Request DFCCIL to please refer to latest condition of IR GCC. As per Clause 10.1 of IR standard GCC, Technical Eligibility Criteria shall be as follows:</p> <p>The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, OR</p> <p>ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, OR</p> <p>iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>AND</p> <p>The Bidder or lead Partner (in case of JV) should have valid MoU with Manufacturer/OEM of track machines required for this work are to be covered either by bidder himself being OEM or having MOU with OEM. The bids without MOU with OEM(s), covering the track machines required for this work will be summarily rejected. Post tender change of OEM is not allowed.</p> <p>In addition to this, we kindly request you to share the DFCCIL Board updated policy guidelines regarding the percentage value for similar completed works to ensure our compliance and alignment with current requirements.</p> <p>Please refer to DFCCIL (WDFC) Tender: AII/EN/WDFC/TM/23 as the relevant reference for this submission. (Page no 21/157).</p>	<p>If this suggestion of prospective bidder is agreed, then this criterion will become more restrictive. So for this tender, the present request of M/s Plasser is not agreed.</p>
---	--	--	---	--

उप मुख्य अभियोजना प्रबंधक/सी. एम्.
Dy. Chief Project Manager/Engg.
डी.एफ.सी.सी.आई.एल. अंबाला
DFCCIL, Ambala

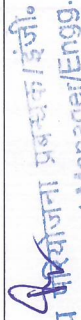
<p>6</p>	<p>ITT 1.3.13(i) Eligibility Criteria Page 24 of 148</p>	<p>(A) Definition of Similar works: - 1. Operation and Maintenance of ONTrack Machines anywhere in Railway Sector in any country of the world Or/and 2. Mechanized Track Maintenance using On-Track Machines anywhere in Railway Sector in any country of the world Or/and 3. Mechanized Track laying by NTC/T28 and/or renewal of track by TRT/PQRS/T28 and/or Mechanized Track deep screening, shallow screening and/or through weld renewal by mobile flash butt welding plant anywhere in Railway sector in any country of the world. Or/and 4. Any work of Supply of On-Track tamping machine(s) and it's spares for laying/maintenance of track in Railway sector in any country of the world.</p>	<p>Please appreciate that the scope of work is highly technical requiring experience and expertise of trained, specialized and skilled workforce. This is to ensure quality and efficient operation and maintenance of the complex track machines owned by DFCCIL. Further the scope of work is predominantly linked to proper maintenance of the track network to accomplish required parameters resulting in safe operation directly related to safety of public and property at large. The workforce is required to be rigorously trained in the operation & maintenance of the specified on-track machines and its competency must be certified. Untrained & non-skilled operation shall lead to unforeseen risks & costs towards the maintenance of tracks and more specifically specialized on-track machine. Accordingly, prior technical experience of tender on-track machines along with competency certificate for operation & maintenance of same is envisaged to ensure experienced & earnest participation." Please consider/ modify the clause requirement as below: Definition of Similar work shall mean: "Supply, Installation, Testing, Commissioning of similar on Track Tamping Machine." AND Operation & Maintenance of on Track Tamping Machine".</p>	<p>If this suggestion of prospective bidder is agreed, then this criterion will become more restrictive. So for this tender, the present request of M/s Plasser is not agreed.</p>
----------	--	--	---	--


 सप मुख्य परियोजना प्रबंधक/इंजी.
 Dy. Chief Project Manager/ENGR.
 डी.एफ.सी.सी.आई.एल, अंबाला
 DFCCIL, Ambala

7	GCC Page 55 of 148	46.A PRICE VARIATION CLAUSE: As mentioned in Instructions to tenderers (ITT) section 46A.7 The formula for price variation for item No. A.1 of Form No.4 (Schedule of Prices and Total Price) will be $P = P_0/100 \{15 + 5 \times (A1 / A2) + 75 \times (B1/B2) + (5 \times F1/F2)\}$	<p>Note: - The Contractor should have experience of Operation & Maintenance of Any Track Tamping Machine as given in Schedule for a minimum period of 12 month (01 year) in Indian Railway's network including PSU's (Proof of the said quantum of work must be submitted).</p> <p>Please note that incorporation of indices for Railway locomotives doesn't safeguard against actual increase in input costs for the Contractor. The current Index is under the commodities basket of "transport equipment" and does not represent the costs related to special purpose machines with specified functions like track maintenance machines. This index mainly represents costs related to locomotives as transport equipment.</p> <p>The track maintenance machine being not a transport equipment is rather covered under the basket of "Manufacture of Machinery and Equipment" with specific index no.1.3.18.14 for "special-purpose machinery". Accordingly please modify RBI indices to 1.3.18.14 "special-purpose machinery".</p>	These provisions have been kept as per RB TM procurement tender. So, no change can be agreed at this stage.
8	CHAPTER-V SCC Page 72 of 148	1.2 ORDER OF PRECEDENCE (k) IR Specifications/Guidelines	It is requested to please add IR Specifications/Guidelines for Operation and Maintenance (O&M) by contractor's manpower "2019/Track-111/TK/Misc. dated: 20.06.2024" .	Not agreed, sufficient conditions exist in tender document and require no change.
9	CHAPTER-V SCC Page 73 of 148	(a) Contractor's obligations: iii) Ensuring availability of Track machine for tamping for 25 days in month. The time consumed in Maintaining the machine as per 1000 Hrs, IOH and POH will be considered as availability for purpose of counting 25 days.	Any kind of schedule maintenance mentioned in maintenance manual as well as in latest IRTMM are integral parts of operation and maintenance and it shall not be excluded from availability of machine except daily maintenance. Hence it is requested to kindly amend this clause.	Not agreed, Existing provisions are OK and require no change. Since the condition is known to all bidders, the rates can be quoted accordingly.

उप मुख्य परियोजना प्रबन्धक/इंजी. डी.
Chief Project Manager/Engg.
डी.एफ.सी.सी.आई.एल. अम्बाला
DFCCIL, Ambala

			<p>Please consider/ modify the clause requirement as below: Ensuring availability of Track machine for tamping for 25 days in month. The time consumed in Maintaining the machine as per weekly, 50 Hrs, 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH and POH will be considered as availability for purpose of counting 25 days.</p>	
<p>10</p> <p>CHAPTER-V SCC Page 73 of 148</p>	<p>(a) Contractor's obligations: xxx)The cost of manpower and service engineer of all schedules of maintenance prescribed in Track machine manual (Le weekly, 50 Hrs, 100 Hrs, 200/250 Hrs, 1000 Hrs, IOH and POH) are included in agreed rates of item No. A 1 of SOR. However, the spare parts and other material required to be replaced shall be paid through Schedule B of SOR.</p>	<p>review of the BOQ against the scope of work, we find that the rate considered is quite low. Given that Intermediate Overhauling (IOH) and Periodic Overhauling (POH) are highly manpower-driven and dependent on service engineers, it is challenging to accurately predict the time frame required for their completion. In light of the above, we humbly request a reconsideration of the rate under the subject tender item No. A 1 of SOR. Additionally, we request you to specify IOH and POH work under this long-term contract for better rate assessment, particularly under Item No. A1 of the Schedule of Rates (SOR).</p>	<p>Not agreed, Existing provisions are OK and require no change. Since the condition is known to all bidders, the rates can be quoted accordingly.</p>	
<p>11</p> <p>CHAPTER-V SCC</p>	<p>1.6.2During maintenance shift, the stipulated maintenance of machine, stipulated preventive checks and schedule maintenance of Machine including all assemblies (like engines, generators,</p>	<p>It is understood that Engine and ZF gear box overhauling or replacement shall be in the scope of DFCCIL. Please clarify.</p>	<p>1. Overhauling is not in scope of this tender. This provision will be added in item No 1.6.2 of SCC, and</p>	


 Dy. Chief Project Manager/Engg.
 डी.एफ.सी.पी.आर्.एल. अम्बाला
 DFCCIL, Ambala

	Page 76 of 148	Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies' various water & HSD oil pumps, sensors etc) as specified by OEM of machine updated time to time to ensure it's upkeep shall be carried out by the Contractor. In any quarter period machine must be available for min. 75 days.	2. Supply of ZF gear box is in scope of tender under spare part supply item.
12	CHAPTER-V SCC Page 76 of 148	1.6.8 All tools and plants, drawings, manuals which are supplied by the DFCCIL are to be handed over back in good condition after expiry of the contract period to authorized DFCCIL unit.	'Good' word in this clause will be replaced with 'working condition'.
13	CHAPTER-V SCC Page 77 of 148	MAINTENANCE OF MACHINE 1.7.1 All Workshop facilities to be arranged by contractor except for repair of under frame system and for wheel turning. 1.7.4 Routine maintenance of undercarriage systems shall also be undertaken by the contractor. All Workshop facilities to be arranged by contractor except for repair of under frame system and for wheel turning.	Clause 1.7.1 has been slightly modified to have same meaning as clause 1.7.4. the modified clause 1.7.1 is reproduced as 1.7.1-All Workshop facilities to be arranged by contractor including repair of under frame system and wheel turning.
14	CHAPTER-V SCC Page 79 of 148	1.10 CONSUMPTION OF HSD OIL BY MACHINE HSD oil for track machine working will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than 5% (individual day) and 2.5% (on monthly average) of rated HSD requirement per hours by OEM. If this limit shoots then contractor has to do engine overhauling even if not due as per schedule	Not agreed, Existing provisions are OK and require no change. Since the condition is known to all bidders, the rates can be quoted accordingly.

उप मुख्य प्रियोजना प्रबन्धक/इंजी.
Dy. Chief Project Manager/Engg.
डी.एफ.सी.सी.आई.एल, अरावली
DFCCIL, Aimbala

15	CHAPTER-V SCC Page 84 of 148	in order to bring the HSD consumption with prescribed limits mentioned above in this clause. 1.27 Safety Measures 1.27.1 The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving around or working in the DFCCIL premises, but shall then banners, flag man etc. shall be DFCCIL scope. Conform to the rules and regulations of the DFCCIL if and when in the course of the work there is likely to be any danger persons in the employment of the contractor due to running traffic while working in the DFCCIL siding and premises (i.e. all Situations except during the actual working under block), contractor shall provide flagman or look out men for protection of such persons. The DFCCIL shall remain indemnified by the Contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work. All the works under the contract shall be carried out under the supervision of competent DFCCIL supervisor/staff	supervisor on daily basis for the purpose of recording consumption of HSD.	Not agreed, Existing provisions are OK and require no change. Since the condition is known to all bidders, the rates can be quoted accordingly.
16	CHAPTER-V SCC Page 85 of 148	1.29 EXPENSES DURING SHIFTING OF MACHINE 1.29.1 In case contractor is shifting machine for IOH, all transit expenses are to be borne by contractor including cost of HSD. The time taken for shifting of machine for contractor excluding cost of HSD.	Please appreciate that contractor's scope of work is for operation and maintenance of DFCCIL owned 01 no. DTE Tamper. Any arrangements for demarcation, caution including boards and "Lookout / Flag men with required safety to equipment including work in progress boards and banners shall be posted by DFCCIL where necessary at its cost. It is requested to kindly strike-off said provisions and amend the 1.27.1), contractor shall provide flagman or look-out men for protection of such persons. The DFCCIL shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work. All the works under the contract shall be carried out under the supervision of competent DFCCIL supervisor/staff.	The modified clause will be as under 1.29.1 In case contractor is shifting machine for IOH, all transit expenses are to be borne by contractor excluding cost of HSD.

डा. एफ. सी. सी. आर्. एल. अम्बाला
Dy. Chief Project Manager/Engg.
DFCCIL, Ambala

		IOH/POH on DFCCIL/IR network will be considered as free time.		The time taken for shifting of machine for IOH/POH on DFCCIL/IR network will be considered as free time.
17	CHAPTER-V SCC Page 85 of 148	1.30.2 During the period of warranty falling in the contract period the Contractor shall keep.....successor(s)/Nominee. 1.30.3 During the period of Warranty the Contractor proposed to be carried out by the Employer.	It is understood that "During the period of warranty" refers only to the supply or replacement of spare parts. We request clarification on the usage of the phrase " During the period of Warranty " mentioned in the tender document.	This condition is amply clear " During the period of Warranty " means warranty period of supplied spares..
18	CHAPTER-V SCC Page 86 of 148	1.30 Warrantee / Defect Liability Period 1.30.4 If it becomes necessary for the Contractor to replace or renew any defective portion/part/spare until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later. Such an extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager / General Manager /, CPM or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Employer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Employer may have against the Contractor in respect of such defects or faults.	Please note in present form clause provisions for revolving warranty which is not applicable. Please appreciate that warranty shall be max of 06 months from the date of receipt of spare, irrespective of repair/ replacement during the warranty period. <u>Please modify the clause accordingly</u>	Not agreed, Existing provisions are OK and require no change. Since the condition is known to all bidders, the rates can be quoted accordingly.
19	Special conditions in c/w Item	3.Any replacement/repair to electronic circuitry of MC has to be done only by authorized Engineer of OEM with OEM	We would like to bring to your attention that, as the OEM of DTE track maintenance machines, we do not have any authorized representative for supplying recommended parts for electronic circuitry and	This condition is amply clear and does not require any modification.

सप मुख्य परियोजना प्रबंधक/इंजी.
Dy. Chief Project Manager/Engg.
डी.एफ.सी.सी.आई.एल. अम्बाला
DFCCIL, Ambala

	under Schedule B	recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only.	Datamatic to PSU and private sectors. To safeguard the integrity of this tender and ensure proper machine maintenance, we request you to kindly consider the following:	
20	Special conditions in c/w Item under Schedule B	4. Any repair to Datamatic of MC has to be done only by authorized Engineer of OEM. In case OEM has not authorized anyone for same, then in that case by OEM only.	The Bidder or Lead Partner (in the case of a JV) should have a valid Memorandum of Understanding (MoU) with the Manufacturer/OEM of the track maintenance machines required for this project. This provision will ensure that only authorized bidders with access to genuine parts and technical support can participate , which is crucial for the proper functioning and maintenance of these machines.	This condition is amply clear and does not require any modification.
21	Special conditions in c/w Item under Schedule B	(iv) In case DFCCIL decides not to do tamping of Track by DTE for more than 7 Days due to high temp then Agency can withdraw all manpower except 1 operator, 1 technician and 1 helper and for that period and the Payment of item No. 1 will be made 40% of the accepted rate for that duration.	The scope of work necessitates the engagement of a trained, specialized, and skilled workforce rather than daily wage workers. Maintaining continuity with a technical team is crucial for the successful execution of long-term O&M projects. Our internal policy mandates the retention of technical personnel throughout the duration of projects to ensure consistency and quality in service delivery. In view of the above, we propose that the clause in question be removed to safeguard the integrity and effectiveness of the long-term O&M project. However, we request that this clause be excluded from the Special conditions in c/w Item under Schedule B.	Not agreed, Existing provisions are OK and require no change. Since the condition is known to all bidders, the rates can be quoted accordingly.



उप मुख्य परियोजना प्रबन्धक/इंजी.
Dy. Chief Project Manager/Engg.
डी.एफ.सी.सी.आई.एल, अम्बाला
DFCCIL, Ambala