

Clarifications to Pre-Bid Queries

INVITATION FOR BID (IFB) No: HQ/EN/EC/Track/MGS-DGO&KWDN-CPBH-SEBN dated 11.07.2016

Name of Work: Design, Supply and Construction of Track & Track related works including Testing & Commissioning for double track electrified railway line on Design Build Lump Sum Basis from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

SN	Bid Document Part/Section/ Clause No./Page	Reference/Clause	Queries by Bidders	Clarification of DFCCIL
1	ITB 16.1, Bid Security, Page - 27	The Bidder should submit along with the bid, a bid security for Rs. 1.55 crore (Rupees One Crore Fifty Five Lakhs only) in the following form: i) FDR (Fixed deposit receipt) / Demand Draft / Banker's Cheque / Pay Order for Rs.1.00 Crore and ii) Bank Guarantee as per format enclosed as BDF-9A for Rs. 0.55 crore.	We request you to consider whole amount of bid security i.e. 1.55 crore in the form of bank Guarantee. Also request you to inform why FDR & BG is asked separately.	Not agreed. Provisions of Bid Document shall prevail.
2	Clause 14. 2, Advance Payment, Page 170	The Employer shall pay on written request by the Contractor a Mobilization Advance up to (Ten) 10 per cent of the Contract Price at an interest rate of 4.5% per annum above the base rate of State Bank of India as effective on the date of approval of payment of mobilization advance by the Competent Authority, Compounded yearly.	Request you to provide interest free Advance.	Not Agreed. Provisions of Bid Document shall prevail. Please refer Amendment/Corrigendum No. 1 also for interest rate.
3	Project Status	Project Status	Work has been taken up in bits & pieces, no continuous stretch of more than 500M to 1000M can be seen all along the project corridor. Track laying will not be feasible for such small stretches. Please provide the schedule of handing over of formation including bridges with first layer of ballasting.	Please refer Sub Clause 2.1 of Appendix to tender of PCC at Page-169 of Bid Document.
4	Documents	Documents	We presume that, reference drawings can be submitted in A4/A3 size.	Reference documents in A-4/A-3 size can be submitted as token of acceptance that the bidder has examined the same.

5	Clause 4.2.2.1, Rail Supply, Page 64-65	13/26m (Length is indicative) long Rails will be supplied to the contractor ex. Works Bhilai by the employer	Request to provide the separate quantity of 13 m & 26m rails which are going to be provided by DFCC to the contractor. As it is required for calculation of flash butt welding joints and transportation cost.	In General, 13m rails are being made available by SAIL at Bhilai. Thus, full quality of 13m rails shall be supplied. In exceptional case 26m rails will be supplied if available.
6	Clause 2.9, Supply of Ballast, Page 92	DFCCIL has procured / is procuring the ballast all along the sections. Major quantity of ballast has been procured / is being procured at suitable locations along the alignment.	Kindly provide the locations of ballast depots with quantity, from where ballast will be made available and also a bifurcation of how much ballast will be made available on cess along the track and how much in ballast depots.	Ballast is being procured and stacked all along the sections as per availability of space for stacking.
7	Clause 13.4.8, Track tamping / lining machines, Page 109	The ballasting of cribs and shoulders shall be done before tamping of newly laid tracks. Once the top ballast is adequately regulated, the track shall be lifted, leveled and aligned as required using on- track tamping / lining machines as provided by the Employer.	Please explain CREW for track tamping / lining machines will be provided by Railways free of cost or to be arranged by the contractor. Also the deployment of these machines is to up to tamping/track reaching the sanctioned speed/parameter. To Kindly Confirm. Will Ballast Regulator machine also be provided by DFCC on the pattern of Tamping machine?	CREW is attached with the Track Machine which shall be arranged by Employer. Please refer note given below para-13.4.8 on Page-109 of Bid Document. Ballast regulator machine shall not be provided.
8	FBW of rails	FBW of rails	We presume that, Cess FBW welding of Rails along the track to make 130 mtr Rail Panels is allowed and can be considered as depot welding. Kindly confirm the same.	Please refer Para-4.2.3.2 of Section-V, Vol-1 of bid document at Page-66.
9	Rail Painting	Rail Painting	Is Rail Painting in the scope of Contract? If yes, what is the area and specifications to be followed?	Relevant provisions of IRPWM shall be applicable.
10	Clause.4.2.1 Page-63	Track Design Criteria (point no. 16 of Table)	As per point of 16 of table, steel channel sleepers proposed on girder bridges. PI provide the configuration of super structure to calculate the quantity of Steel Sleepers of Girders.	Details of span of Bridges have been given in the Plan & Profile provided in Part-4 Reference Documents. These Plans & Profiles may please be referred.
11	C1.4.I.1 (c), Page 60	Level Crossing, Fencing, CC, Check rail	As per Clause, Check Rail, CC, road approaches. Fencing etc. shall be provided on LC locations. PI provide the Locations & No of LC's to capture the cost. PI also provide the length of approach Roads which shall be developed on LC location. Scope of fencing shall be elaborated. PI also provide gap between IR & DFCC to compute the CC. PI also confirm if the existing height gauge of LC line can be used.	Please refer the details of LC provided in Reference Documents Part-4. Details can also be seen in Plan & Profile provided in reference documents. Height Gauge is not in the scope of this bid.

12	C1.2.11, Page 93	Guard Rail	60Kg Guard Rail shall be provided on all minor bridges. PI provide the GAD of all structures to calculate the guard rail qty.	Details of Span of bridges are given in Plan & Profile. Please refer Plan & Profile provided in reference documents.
13	General	Progress of work at site	During site visit, It has been noticed that no civil work has been started in UP section (from Mughal Sarai to Karmnasa) It has been informed by the local villagers during interaction that land acquisition is under hold due to litigation. Requesting you kindly provide the stretch handing over schedule for the track laying.	Please refer Sub Clause 2.1 of Appendix to tender of PCC at Page-169 of Bid Document.
14	General	Ganjkhwaja Yard	As per the drawing DN DFC loop line showing between ch. 754.00 to ch. 1182.00 i.e. 428 m but in bid document cl.2 scope of work, sub clause 2.1 (ii) Page-58, proposed loop line from Ganjkhwaja dead end (aprox ch. 115.00) to DN DFC main line at ch. 112.95 (approx.) i.e. 2050 m. Please clarify the exact length or chainages of the loop line.	Please refer the key plan given in the said plan which extends up to LC No. 79 C i.e. loop line from approx.. Ch.115.00 to approx.. Ch.112.95. Chainages mentioned in the bid document are w.r.t. to DFC chainage and details given in the bid document is correct.
15	General	Taxes	Work shall be executed in 2 states (UP & Bihar) Kindly confirm the applicable taxes, if any & also confirm the exempted taxes.	The lump sum cost is inclusive of all taxes as detailed in note below Price Schedule-A. Please refer PCC sub-clause-14.1 also in this regard.
16	General	Land for Construction depot/Yard & Locations	PI provide the details of Land along with locations to be provided to contractor for construction depot to execute the work.	Please refer Para 13.3 (3) (c) at Page-107 of Bid Document.
17	Bid Security		We request to change the mode of entire Earnest Money (BID SECURITY) of Rs. 1.55 Crores into Bank Guarantee instead of FDR and BG respectively.	Not agreed. Provisions of Bid Document shall prevail.
18.	Advance Payment		We also request you to consider the Advance Payment without interest.	Not Agreed. Provisions of Bid Document shall prevail. Please refer Amendment/Corrigendum No. 1 also for interest rate.

19	Clause 16.1 Bid Security Part-1 Section-2 Page-27	<p>Bid security amount</p> <p>The Bidder should submit along with the bid, a bid security for Rs. 1.55 crore (Rupees One Crore Fifty Five Lakhs only) in the following form:</p> <p>i) FDR (Fixed deposit receipt) / Demand Draft / Banker's Cheque / Pay Order for Rs.1.00 Crore and</p> <p>ii) Bank Guarantee as per format enclosed as BDF-9A for Rs. 0.55 crore.in favour of "Dedicated Freight Corridor Corporation of India Ltd. New Delhi "from Nationalised / Indian Scheduled Commercial Bank in original form</p>	Request you to kindly amend this clause and allow the bidder to submit the total amount (Rs. 1.55 Cr. towards bid security in the form of Bank Guarantee.	Not agreed. Provisions of Bid Document shall prevail.
20	Clause 4.2.2 Rails Part-2 Section-5 Page-65	<p>Supply of Rails</p> <p>13/26m (Length is indicative) long Rails will be supplied to the contractor ex. Works Bhilai by the employer, The transportation for the same either through Railway wagons or by Road will be responsibility of the Contractor. For the information of the contractor to bring rails from Bhilai, the details of booking stations may be enquired from IR</p>	<p>We understand that all necessary cost towards purchase of rails including all applicable taxes and Duties (VAT/CST, ED, Entry Tax/ Octroi etc.) will be borne by the employer.</p> <p>Since contractor's scope is limited to transit of goods only, contractor is not liable to pay any of the taxes. Kindly confirm the same.</p> <p>However, contractor may pay the entry tax on behalf of the employer for which the employer shall indicate the purchase rate of rails on which entry tax is applicable. The same may be reimbursed to the contractor on actual basis.</p>	<p>The Rails shall be supplied to the contractor ex-works Bhilai by the employer.</p> <p>The loading, transportation and unloading for the same will be responsibility of the contractor.</p> <p>After hand over of rails at Bhilai, all applicable taxes if any like Entry Tax/Octroi etc. shall be borne by the contractor.</p>
21	Clause 2.2 Rails Part-2 Section-5 Page-88	<p>Length of rails</p> <p>13/26m (Length is indicative) UIC 60Kg long Rails (IRS T12-2009) will be supplied to the contractor ex. Works Bhilai by the employer.</p>	<p>The transportation Cost and number of welds shall depend upon the length of rails supplied by the employer.</p> <p>Considering the above, we request you to specify exactly the length of 13m rails and 26m rails to be supplied by employer.</p>	In General, 13m rails are being made available by SAIL at Bhilai. Thus, full quality of 13m rails shall be supplied. In exceptional case 26m rails will be supplied if available.

22	Clause 2.9 Ballast Part-2 Section-5 Page-92	<p>Ballast Bed on stretch</p> <p>(1) DFCCIL has procured / is procuring the ballast all along the sections. Major quantity of ballast has been procured / is being procured at suitable locations along the alignment.</p> <p>(2) Approximately up to 200 mm thick carpet of ballast has been spread and compacted along the main line track alignment and 150 mm at loop lines in yards.</p>	<p>We understand that Ballast bed (200mm for Main Line and 150mm for Yards) for the entire stretch shall be prepared by the client. Kindly confirm.</p> <p>We request you to confirm that the same shall be made available once the contractor approaches the stretch for his scope of works.</p>	<p>Track shall be laid on ballast bed completed by existing Civil Contractor.</p> <p>Please refer para 4.1.2 on page-61 & para 2.9 on page-92 of Bid document.</p> <p>Regarding availability of site, please refer sub clause 2.1 of Appendix to Tender of PCC at page-169.</p>
23	Clause 2.9 Ballast Part-2 Section-5 Page-92	<p>Ballast Bed on stretch:</p> <p>(1) DFCCIL has procured / is procuring the ballast all along the sections. Major quantity of ballast has been procured / is being procured at suitable locations along the alignment.</p>	<p>We request you to specify the exact locations (chainage wise) of the stacks in order to enable the contractor to calculate the average lead for transportation.</p>	<p>Ballast is being procured and stacked all along the sections as per availability of space for stacking.</p>
24	Clause-13.4.8 Note Machines Part-2 Section-5 Page-109	<p>Machines provided by employer</p> <p>For the purpose of commissioning the track, Employer will provide Continuous Tampers, UNIMAT and Dynamic Track Stabilizer for Tamping the main line and turnouts. The consumable of the Tamping machines like Diesel & lubricants, welding of tamping tools to be used in the machines shall be provided by the Contractor. Contractor has to provide sufficient man and machinery to undertake: Pre Tamping attention of track During Tamping attention of track</p> <p>Post Tamping attention of track. Requirement of Track machine shall be given by the Contractor well in advance to the Engineer.</p>	<p>We understand that the mentioned machines shall be provided on the request of the contractor for the purpose of commissioning of track. Kindly specify the exact location at which the same shall be provided. Also kindly indicate the time duration for which the machines shall be made available to the contractor after the request.</p>	<p>In general, machines shall be provided at the location where junction/connection of DFC with IR has been planned as per yard plans.</p> <p>However, if requested by the contractor, machines can be provided at the locations where temporary connections with IR has been made by the contractor as per para 13.3 at page-107.</p>

25	Clause-14.9 Retention Money Part-3 Section-7 Page-165	Payment of Retention Money When the Retention Money with the Employer has reached 60% of the limit of the Retention Money, the Contractor may, at his option, replace 50% of limit of Retention Money with an unconditional bank guarantee from the Bank, and valid for the period up to the end of the Defect Notification Period.	We request you to kindly consider replacing retention amount by bank guarantee of equivalent amount on quarterly basis. The same is being adopted in other WDFC projects.	Not agreed. Provisions of Bid Document shall prevail.
26	Clause-2.1 Right of Access to the Site Part-3 Section-7 Page-169	Stretch Availability The Employer shall give Right to Access to site to the Contractor as per the following schedule.....	Kindly confirm the minimum continuous length of the stretch that shall be handed over to the contractor.	Availability of site shall be as per sub clause 2.1 of Appendix to Tender of PCC at page-169 of Bid Document. The contractor shall interface with the civil contractor regarding the location/stretch.
27	Clause-2.1 Right of Access to the Site Part-3 Section-7	Delay in handing over the site If there is any delay in handing over of site/s, Contractor shall be entitled to only reasonable extension of time and no other claims whatsoever shall be paid or entertained on this account.	As the delay in handing over of site by employer will result in occurrence of extra cost by contractor towards indirect costs, idling charges etc.. We request you to amend this clause and allow the contractor for entitlement to receive additional time and cost incurred during this period.	Site shall be handed over as per schedule given in sub clause 2.1 of Appendix to Tender of PCC at page-169 of Bid document.
28	Clause-14.2 Advance Payment Part-2 Section-5 Page-170	Interest on MA The Employer shall pay on written request by the Contractor a Mobilization Advance up to (Ten) 10 per cent of the Contract Price at an interest rate of 4.5% per annum above the base rate of State Bank of India as effective on the date of approval of payment of mobilization advance by the Competent Authority, compounded yearly.	We request amend the clause as follows: The Employer shall pay on written request by the Contractor an interest-free Mobilization Advance up to (Ten) 10 per cent of the Contract Price.	Not Agreed. Please refer Amendment / Corrigendum No. 1 also for interest rate.
29	Clause-1 Reference Documents Part-4 Page-188	Major & Minor bridges Details of Bridges (Major, Minor, RFO, LCs etc.) are given in the Plan & Profile.	Request you to provide consolidated list for all the bridges indicating the details like span type, type of bridge etc.	All the bridges & their details are shown in the Plan & Profile provided in the Reference document.

30	Clause-12.1 & 13.7 Bid Prices & Adjustment for Changes in Legislation Part-1 & Part-3 Section-1 & 7 Page- 16 & 159	<p>Changes in Taxes and Duties</p> <p>The bidder shall quote the lump taxes, levies, royalties together with all general risks, liabilities and obligations set out or implied in the Contract under the applicable law as on the date of opening of bid. & The Contract Price shall be adjusted to take account of any increase or decrease in Cost after the Base Date.</p>	The referred clauses are contradictory. Kindly Clarify.	<p>Clause 12.1 on page-16 is about Bid Prices and sub clause 13.7 at page-159 is regarding Adjustment for changes in legislation.</p> <p>Both clause are of different subjects, and there is no contradiction.</p> <p>Provisions of Bid Document shall prevail.</p>
31	Clause-4.1.2 Permanent way Part-2 Section-5 Page-61	<p>Welding of Rail Panels</p> <p>Welding of rails into 130 mtr panel in depot and then laying the track on carpeted bed of ballast by mechanised track laying method with Contractor's machines and equipments.</p>	Transportation and laying of 130m long welded rail panels may not be possible if the contractor is not provided with access in continuous stretch. Hence we request you to allow the contractor to weld the rails on formation cess.	Please refer Amendment / Corrigendum No. 1.
32	Clause-4.1.2 & 4.2.3.2 Permanent way Part-2 Section-5 Page-61 & 66	<p>Track Laying</p> <p>Welding of rails into 130 mtr panel in depot and then laying the track on carpeted bed of ballast by mechanised track laying method with Contractor's machines and equipments. & These rail panels shall be placed on Sleepers with the help of suitable mechanical equipments with the help of rollers/suitable devices placed at appropriate spacing and fixed on sleepers with the help of rail threader.....</p>	<p>From the referred clauses we understand that contractor is allowed to adopt any mechanised / semi-mechanised method for laying the track and mechanised track linking using NTC is not mandatory. Kindly confirm.</p>	<p>Please refer Amendment / Corrigendum No. 1.</p> <p>Track laying shall be carried out in accordance of para 4.2.3 of part-2 section-V volume-1 of Bid Document.</p>

33	Clause-2.1 & 8.2 Appendix to tender Part-3 Section-7 Page-169 & 156	<p>Right to access to the site & Time for Completion.</p> <p>The Employer shall give Right to Access to site to the Contractor as per the following schedule.....</p> <table><tr><th>SN</th><th>Period after Commencement Date in days</th><th>Cumulative percentage of site to be handed over for work with respect to total length</th></tr><tr><td>1</td><td>90</td><td>20%</td></tr><tr><td>2</td><td>180</td><td>30%</td></tr><tr><td>3</td><td>360</td><td>60%</td></tr><tr><td>4</td><td>600</td><td>100%</td></tr></table> <p>Milestone: 1</p> <p>a) 30% Track KM length of total scope within 365 days,</p> <p>b) 60% Track KM length of total scope within 500 days</p> <p>c) 100% Track KM length (approx.) of total scope within 650 days of the commencement Date.</p>	SN	Period after Commencement Date in days	Cumulative percentage of site to be handed over for work with respect to total length	1	90	20%	2	180	30%	3	360	60%	4	600	100%	<p>As per the milestone 1 c) total track works should be completed within 650 days of commencement date of project. However, 100% access to site will be given only after 600 days of commencement date.</p> <p>Considering the above, it will be difficult for track contractor to meet the final milestone due to lack of time.</p> <p>For instance if the access is given on 600th day for the balance 40% of the work length, it would not be possible for the contractor to complete the works for the same stretch within next 50 days.</p> <p>Hence we request you to make necessary changes in the Milestone /right to access to site schedule to the contractor.</p>	<p>Milestone 1 (c) is for track for temporary use by the Employer or by Employer's other contractors for construction and / or for running of material trains, tower wagons, rails cum road vehicle etc., however overall completion period is 730 days.</p> <p>Provisions of the Bid Document shall prevail.</p>
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1	90	20%																	
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4	600	100%																	
34	Clause-4.2.2.2 Rails Part-2 Section-5 Page-65	<p>Supply of rails</p> <p>Check Rail for Level Crossings shall be supplied from suitable locations other than Bhilai by the Employer. The contractor should transport these rail to site.</p>	<p>Request you to kindly mention the exact location for the supply of check rails to enable contractor to estimate the necessary cost for transportation of the same.</p>	<p>52 Kg rails shall be supplied within the jurisdiction of East Central Railway.</p>															