

SAHNEWAL – PILKHANI AND DADRI – KHURJA SECTION
OF
EASTERN DEDICATED FREIGHT CORRIDOR
TECHNICAL PROPOSAL OF CIVIL, STRUCUTRE AND TRACK WORKS:
CONTRACT PACKAGE: 301 & 302
RESPONSES TO PRE-BID QUERIES OF THE BIDDERS

Dated : 19.08.2015

S.N.	Reference to Bidding Document	Clarification Sought by the Bidders	DFCC's Response	Remark if any
(1)	(2)	(3)	(4)	(5)
125.	Clause 2.1 (b) of Particular Condition, Page No. 420 of 461 <i>"Payment of any such cost plus reasonable profit subject to maximum of Rs. 2000 (Two Thousand) per day.....shall not apply"</i>	Compensation cost is very less and needs review.	Request not accepted. Provisions of Bid Document shall prevail.	
126.	Clause 4.11 of Particular Condition, Page No. 422 of 461 <i>"DFCC project being funded by the World Bank, qualifies for exemption....."</i>	Please clarify whether CED/Custom duty exemption is available on plant & equipment to be used for the project work.	In this regard, bidder is advised to peruse Government of India's Notifications mentioned in the sub clause 4.11 itself. .	
127.	Clause 6.5 of General Condition, Page No. 37 of 103 and Appendix to Tender (Clause 6.5 of GC) Page No. 443 of 461 <i>"No work shall be carried out on the Site on locally recognised days of rest...."</i> <i>"(Eight)8 working hours shift in a day and total 48 (Forty eight) working hours in a week"</i>	Kindly clarify whether a worker can work for 12 (8+4) hours with payment of overtime for 4 hours in a shift. Further limit of 48 working hours in a week may be removed.	In accordance with GC Sub-Clause 6.5 of the General Conditions of Contract work outside the normal working hours can be carried out (i) if stated in the Contract (ii) with the Engineer's consent and (iii) if the work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.	

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128.	Clause 14.2 (b) of General Condition, Para No. 5 Page No. 69 of 103 <i>"deductions shall be made has been repaid"</i>	The recovery shall be made the amortisation rate of 20% of the amount of each payment certificate (excluding the advance payment and deductions and repayments of retention). This will provide additional cash flow to the Contractor. Please review.	Request not accepted. Provisions of Bid Document shall prevail.	
129.	Clause 18.2 (d) of General Condition, Para No. 4 Page No. 90 of 103 and Appendix to Tender (Clause 18.2 (d) of GC) Page No. 446 of 461 <i>"shall also cover loss or damage to a part of the Works which is"</i> <i>"Zero Deductibles"</i>	Insurance with zero deductibles may not be possible. Kindly review	Provisions of Bid Document shall prevail.	
130.	Clause 8.2 of Particular Condition, Page No. 425/426 of 461 and Appendix to Tender (Clause 1.1.3.3 of GC) Page No. 442 of 461 <i>"The Contractor shall complete the whole"</i> <i>"The Contractor shall complete the whole of the Works within 1350"</i>	Appendix to Tender under Clause 1.1.3.3 states that time for completion is 1350 (one thousand three hundred fifty) days from the commencement date. Whereas, Clause 8.2 of GC provides that for Contract Package 301 the completion time is 1350 days & for Contract Package 302, the completion time is 1100 days. Please clarify.	Please refer to Addendum	
131.	Appendix to Tender (Clause 18.1,18.5 and 18.1 (b) of GC and PC) Page No. 446 of 461 <i>"Evidence of Insurance-Before Commencement Date of Works"</i>	As per Appendix to Tender, Evidence of insurance shall be submitted before commencement date of works and the relevant policies shall be submitted within 84 days of commencement date of works. Since	Request not accepted. Provisions of Bid Document shall prevail.	

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	<i>"Relevant Policies-Within 84 days of Commencement Date of Works"</i>	insurance of works is project specific policy, hence it may not be possible to get insurance within such a short period. So evidence of insurance may be revised within 180 days after the commencement date. Accordingly, submission of relevant policies shall also be revised to 210 days from the date of commencement.		
132.	<p>Part 2 Volume 1 (Scope of Work) Clause 6 (k) Page No 135 The Contractor shall remove/relocate all Utilities (chartered and uncharted) or trees (as per Employer requirement) coming in the way of designed alignment except the following (i) Signalling installations; (ii) Telecommunication installations belonging to IR (iii) Electrical utilities above 33 kV;</p> <p>Part 2 Volume 5 (Scope of Work) Clause 8.7 Page No 219 Any claims by utility agencies due to damage of utilities by the Contractor shall be borne by the Contractor. The Contractor shall negotiate a settlement in respect of such claims and indemnify the Engineer and the Employer in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.</p> <p>Part 2 Volume 6 (Appendices) Clause 1.1 Page No 263 The Bidder for this Work is required to</p>	All the utility shifting to be carried out by the Employer at its own cost.	Request not accepted. The provisions of Bidding Document shall prevail.	

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	<p>remove/relocate all chartered and unchartered utilities coming in the way of alignment. Chartered utilities are listed in Part 4 – Reference documents -Site Data of Bidding documents and Contractor shall not be paid extra for removal/relocation of chartered utilities. Work of removal of unchartered utilities shall be treated as a Variation to the Contract and shall be dealt as per the provisions for dealing with Variations in Contract. Contractor shall be paid as per the actual work done for removal of unchartered utilities based on the Variation approved by the Engineer, on case to case basis.</p> <p>Part 2 Volume 6 (Appendices) Clause 8 Page No 340 The utilities identified by the DFCCIL for shifting to facilitate construction of DFC, shall be carried out by the Contractor in consultation with the utility owners as detailed in Appendix 1 of this Volume.</p>			
133.	<p>Para 2.0(6)(i)2., Volume 1, Part 2 of the Bidding Document The station /location wise details of station buildings, service buildings and miscellaneous works to be carried out by CST Contractor at each station/location of existing IR, are detailed in Site Details - Part 4; Bidding Document.</p>	Clarification on CST Contractor	CST contractor is civil, structure and track contractor i.e. contractor of the work for which this bid has been invited.	
134.	<p>Part 2 Volume 1 (Scope of Work) Clause 6 (h) Page No 133 The work includes extension of existing IR level crossings to cover DFC alignment and re-profiling of approach road on DFC side only. The details</p>	Electrification of gate lodge should be Employers responsibility	Request not accepted. Please refer the addendum also.	

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(1)	(2)	(3)	(4)	(5)																		
	are listed in Site Details - Part 4; Bidding Document. All necessary modification to the existing level crossing gates of IR as also construction of new infrastructure and diversion of road, if any, shall be under scope of this work except shifting of lifting barrier, other Signalling & Telecommunication works of Gate Lodges. Modification/Relocation of the lifting barriers on the existing Level Crossings including interlocking, shifting of telephone in Gate lodge shall be done by another contractor. Electrification of Gate Lodges including provision of fittings and any cabling (internal and external) shall also be done by the Contractor. Dismantling / reconstruction as per the approved drawing of gate lodges fall under the scope of work of this contractor.																					
135.	<p>Section VIII - Particular Condition - Appendix to Page No 443</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No</th> <th style="text-align: center;">Period after Commencement Date in days</th> <th style="text-align: center;">Cumulative percentage of land to be handed over for work with respect to total length*</th> </tr> <tr> <th style="text-align: center;">(1)</th> <th style="text-align: center;">(2)</th> <th style="text-align: center;">(3)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">28</td> <td style="text-align: center;">80%</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">91</td> <td style="text-align: center;">85%</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">182</td> <td style="text-align: center;">95%</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">365</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p>*The contents of Column (3) above are not applicable to the land required for the approaches</p>	Sr. No	Period after Commencement Date in days	Cumulative percentage of land to be handed over for work with respect to total length*	(1)	(2)	(3)	1	28	80%	2	91	85%	3	182	95%	4	365	100%	Within 90 days, land for all structures to be provided	Request not accepted. The provisions of Bidding Document shall prevail.	
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(1)	(2)	(3)	(4)	(5)									
	of the Road Under Bridges. The land required for this purpose would be handed over within two years from the Commencement Date by the Employer after coordination with the respective authorities of the State Government.												
136.	<p>Part 2 Volume 1 (Scope of Work) Clause 6 (J) Page No 135 The scope of work shall also include construction of boundary walls, overhead (service) tanks, water supply, drainage, sewerage, approach road and other allied works, as per requirement.</p> <table border="1"> <thead> <tr> <th>Contract Package Number</th> <th>Length of the boundary wall(s)</th> <th>Length of Fencing</th> </tr> </thead> <tbody> <tr> <td>301</td> <td>2 Km*</td> <td>5 Km**</td> </tr> <tr> <td>302</td> <td>5 Km*</td> <td>3 Km**</td> </tr> </tbody> </table> <p>* The length of the boundary wall(s) given in above table does not include the length of the boundary walls to be provided for the quarters, station buildings and service buildings which will be as per Employer's Requirement. ** The length of fencing given in above table does not include the fencing to be provided for segregating the DFC alignment from the IR alignment at the existing Indian Railway Yards. J-2) Length of approach roads in connection with providing access to the stations, quarters or within the colonies shall be 22km and 6km for CP-301 and CP-302 respectively. The exact location shall be decided by the Engineer. The length of 22 Km and 6 Km mentioned above does not include the diversion of the roads presently existing within</p>	Contract Package Number	Length of the boundary wall(s)	Length of Fencing	301	2 Km*	5 Km**	302	5 Km*	3 Km**	<p>Following to be provided by Employer (i) Total length of boundary wall/fencing for evaluation of BOQ (ii) Lane width of approach roads to be defined</p>	<p>i.) Boundary Wall The length of the Boundary Wall to be provided for the quarters, station buildings and service buildings will depend upon the layout proposed and approved by the Engineer. As such, the length of the Boundary Wall for such purposes shall only be known during execution and as such, cannot be spelled out at this stage. Fencing Apart from the length of the fencing indicated in the table at Part 2 Volume 1 (Scope of Work) Clause 2.0(6) (j) at Page No 135, fencing is also required for segregating the DFC alignment from the IR alignment at the existing Indian Railway Yards. The length of this fencing for this purpose will depend upon the layout design of Yards which is in the scope of work of Contractor. As such, cannot be spelled out at this stage.</p> <p>ii.) The Lane width of approach</p>	
Contract Package Number	Length of the boundary wall(s)	Length of Fencing											
301	2 Km*	5 Km**											
302	5 Km*	3 Km**											

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	the ROW;		roads to be provided for access to the stations has been specified in the Yard Plans. The roads for access to quarters and within the colonies will be 3.75m wide with 1m wide shoulder on both sides as per Para 1.3(16), Appendix 18, Volume 6, Part 2 of the Bidding Document. The approach roads to be provided for RUBs will vary from location to location depending upon the span of the respective RUB, the details of which have been given in Site Details - Part 4; Bidding Document.	
137.	<p>Part 2 Volume 1 (Scope of Work) Clause 6 (i) Page No 136 During intermediate stages, indicated in clause 8.2 of GC, Contractor shall make the track fit so as to facilitate the Employer and other Contractors to use the same for movement of material trains and tower cars.</p> <p>Part 2 Volume 5 Clause 17.4.3 Page No 244 The Contractor will be responsible for transportation of the rail panels to its site through special rail carriers/wagons and shall procure on his own the required equipments, wagons, machinery etc for this purpose.</p>	Number of tower cars & wagon to be provided by contractor to facilitate the Employer	<p>i.) No material trains or tower cars are to be provided by the Contractor for the Employer.</p> <p>ii.) The number of wagons required for transportation of rails, sleepers and other materials will depend upon the methodology adopted by the Contractor for laying of the track and is thus part of the Employers requirement. The Employer therefore is not in a position to specify this number.</p>	
138.	Section VIII - Particular Condition - Appendix to Sub Clause 14.9 Page No 437	Retention money to be fixed at 5% instead of 10% for initial payments	Request not accepted. The provisions of Bidding Document	

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	A Retention amounting to 10 (ten) per cent of the value of the work done shall be deducted by the Engineer in the first and following Interim Payment Certificates, until the amount so retained reaches a limit of Retention Money of 5 (five) percent of the Contract Price.		shall prevail.	
139.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 3 of 12 Scope of Works	For contract package 302, the IR Ch. Shown as 1367.900 to 1413.856, whereas in Part 4 "Reference document" Volume 1, Table-1, page no. 7, the scope of work is defined from IR Ch. 1367.000 to 1412.660 . Please clarify which document will prevail.	Please refer to the Addendum	
140.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 3 of 12 Scope of Works	For contract package 302, the total route length for UP Line mentioned 48.157km whereas in Part 4 "Reference document" Volume 1, Table-1, page no. 7, the route length for UP Line is mentioned 48.272km. Please clarify which document will prevail.	Please refer to Addendum	
141.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 3 of 12 Scope of Works	For contract package 302, the total parallel length for UP Line mentioned 36.741km whereas in Part 4 "Reference document" Volume 1, Table-1, page no. 7, the parallel length for UP Line is mentioned 36.636km. Please clarify which document will prevail.	Please refer to Addendum	
142.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 3 of 12 Scope of Works	For contract package 302, the total detour length for UP Line mentioned	Please refer to Addendum	

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		11.416km whereas in Part 4 "Reference document" Volume 1, Table-1, page no. 7, the parallel length for UP Line is mentioned 11.636km. Please clarify which document will prevail.		
143.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 7 of 12 Scope of Works	For contract package 302, the total nos. of Type-II Residential Quarters for IR mentioned "Nil" whereas in Part 4 "Reference document" Volume 1, Table-11, page no. 20, the qty. mentioned is 96 nos. Please clarify which document will prevail.	Please refer to Addendum	
144.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 8 of 12 Scope of Works	For contract package 301, the total length of boundary wall is mentioned as 2.00km whereas in Part 4 "Reference document" Volume 1, Table-17, page no. 28, the qty. mentioned is 5km. Please clarify which document will prevail.	Please refer to Addendum	
145.	Part 2, Section VI, Volume I, Para 2(2) pg. no. 8 of 12 Scope of Works	For contract package 301, the total length of Approach road is mentioned as 22.00km whereas in Part 4 "Reference document" Volume 1, Table-17, page no. 28, the qty. mentioned is 25km. Please clarify which document will prevail.	Please refer to the Addendum	
146.	Part 2, Section VI, Volume 4, Cl.2.3.2 (2) pg. no. 7 of 41 Scope of Works	The minimum width in embankment in single and double line specified in Bid document is 7600mm and 13500mm whereas in SOD of EDFC the minimum width in embankment	Please refer to response at Serial No. 75	

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		for single and double line is 8100mm and 14100mm respectively and can be reduced to 7600mm and 13500mm with approval of Railway Board (Cl. 1.11 pg. no. 6 SOD-DFC), kindly clarify the approval is obtained or not.		
147.	Cl. 13.2, Section VIII, Particular Conditions of Contract, Page no. 17 of 27, Sub-Clause 13.2 Value Engineering	The scope of work under the term "Value Engineering" may be elaborated.	Bidder is advised to peruse the GC (FIDIC) Sub-Clause 13.2 [Value engineering] for detail regarding value engineering.	
148.	CP 301, Part 4 Reference Documents, Project Sheet Volume 5.1, page 38	At some places, where DFC proposed track is falling on the existing IR alignment, the existing Bridges (Eg. Br. No. 226 and 227) needs to be re-designed & re-constructed for 32.5 T Axle load for DFC track. Kindly clarify.	Bridge No. 226 & 227 neither exists on project sheet no. 38 nor in the list of bridges for CP-301.	
149.	CP 301, Part 4 Reference Documents, Bridge Drawings Volume 5.2, GAD of RFOs page 77-85	On observing the drawing it is found that, the existing IR rail levels are not mentioned and hence the amount of vertical clearance maintained at this location is not clear.	All the data as available with employer has already been indicated in the Project Sheets However, the Bidder may please note that the clearances to be provided under each RFO shall be in conformity to the SOD of IR. Please refer to the addendum also.	
150.	CP 302, Part 4 Reference Documents, Bridge Drawings Volume 4, Hydrological Data,	Hydrological data are not available for Major Br. No. D-KRJ 26 (IR Ch - 1440) and for Br. No. 207 (IR Ch. 1400). Kindly provide the same.	Please refer to response at Serial No. 35.	

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151.	General Size of Important/ Major Bridges	Do Bidder have the liberty of changing the sizes of Bridges (Important/Major) depending upon the study catchment area and waterway calculations?	Please refer to response at Serial No. 47.	
152.	General Span of Bridges (Important/Major)	Do Bidder have the liberty to change the span arrangement for bridges as given in the indicative drawings or need to stick to the drawings?	Please refer to response at Serial No. 47.	
153.	General Foundation Design for Bridges.	Bidder understand that Designer has the liberty to propose well, pile or open foundation for Bridges (Major/Important) and there is no foundation for adhering to the foundation type of existing IR bridge.	Yes, the understanding of the Bidder is correct. Designed foundation shall be in conformity to Employer's requirement.	
154.	General Variation in Quantum of work	Bidder understands that change in numbers (quantum) of Bridges, ROBs, RUBs, FOBs, RFOs, buildings and chartered utilities given in the list, shall be subjected to Variation to the contract.	Attention of the Bidder is drawn to Sub-Clause 1.1.6.9, Part 3, Section VIII at page 415 of the Bidding Document.	
155.	General Construction of RUBs in lieu of LC	With reference to CP 301, Part-4 Reference Documents, GAD of RUB in Lieu of LC, Bidder understands that development of design for RUB under IR & DFC is under the scope of works but construction is limited to DFC track only.	The Contractor is not responsible for Design or Construction of the portion of such RUBs required for carrying the Indian Railways Tracks. However, any interface requirement covering both Design and Works as may become necessary shall also be fulfilled by the Contractor.	
156.	Bid Document, Part 2, Volume 6, Appendix 13, (Clause 11, Page 83 of 149), Borrow Area	Kindly inform, whether the quarrying of earth and sand for embankment	This is part of the Bid Preparation. The levies required to be paid by the	

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	Management Plan	from the borrow areas and rivers/streams attract any levy from the State/Local authorities? If so, what should be the levy paid to the State/Local Authorities	Contractor for such purposes cannot be spelled out by the Employer.	
157.	Bid Document, Part 2, Volume 6, Appendix 13, (Clause 30, Page 97 of 149), Environmental Management Plan (EMP) and Responsibilities	As part of EMP, Double area of land may be provided for Forest Dept. for carrying Compensatory afforestation. Please clarify, whether the compensatory land for afforestation will be arranged by the authority, at their cost.	Yes, the compensatory land to be provided for afforestation will be arranged by the Employer.	
158.	Bid Document, Part 2, Volume 6, Appendix 13, (Clause 30, Page 97 of 149), Compensation may be provided for Plantation of trees. Necessary budget for this may be built in project cost.	Please indicate the disposal plan for the trees cut.	Attention of the Bidder is invited to the Para 1.2.2, Appendix 1, Volume 6, Section VI, Part 2 at page 266 of the Bidding Document.	
159.	Bid Document, Section III, Evaluation & Qualification Criteria (Clause 2.4, Page 5 of 18) Clause 2.4 Equipment The Bidder may demonstrate Track Construction Equipment similar to the above listed equipment also.	The bid document reiterates on mechanized track laying. If so, shall we use portal cranes with pneumatic tyres capable of moving on the cess for laying track panels? It will ensure that the rails and sleepers are handled only by mechanical means and the total process will satisfy the requirements of mechanized track laying. The quality of flash butt welding of the track panels will be maintained to the standards obtained in the depot. The biggest advantage of using portals is that track can be laid in short stretches closely following the completion of Formation, whereas	Request not accepted. Attention of the Bidder is invited to Para 17.4, Volume 5, Section VI, Part 2 at page 243 of the Bidding Document as per which the use of Track Laying Trains is mandatory.	

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		the track laying train would require a fairly long continuous stretch from the track depot.		