

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

PLANT AND EQUIPMENT WORKS
ICB NO. PE P-6

Response to Queries (Query No. 334-373)

Following are the Employer's Clarifications to the perspective Bidders' queries, w.r.t. to the Pre-Bid meeting held on 22nd Dec. 2017 against Bid invitation notification no-2017/HQ/EN/PWC/PE P-6, Dated 01-12-2017 for Design, Manufacturing, Supply, Testing, Commissioning and Training of Plant and Equipment for Railway Track and Electric Over Head Equipment (OHE) on Dadri-Rewari-JNPT Network of Western Dedicated Freight Corridor package.

The aforesaid clarifications would not be a part of the Contract Agreement and no part of such clarifications can be reproduced, post award, by the successful Bidder/Contractor to drive home a point or can be cited as basis for any change in Bid process.

No.	Vol. No.	Page No.	Clause No.	Title/Clause	Questions/Requirement	DFCCIL Clarification
334	Addendum 8	3 of 15	Addendum 8; Sl.No.8	Column Requirement of Factor 3.2.(e)	<p>Manufacture & Supply of minimum 05 nos. of 48/72 (forty-eight/seventy-two) stones Mobile Rail Grinding Machine out of which 2 (two) numbers shall be 72 (seventy-two) stones during last seven(7) years (Calendar/Financial) (For 4.7 of Schedule 3 of Section 6)</p> <p>The criteria of manufacture & supply of minimum 05 nos. of 48/72 is too specific and stringent & it limits the qualifying manufacturer. With the present criteria, reputed International manufacturers like Speno is not able to qualify.</p> <p>Hence, we recommend to modify the criteria for Mobile Rail Grinding Machine as follow:</p> <p>Manufacture & Supply of minimum 04 nos. of 48 or higher (forty-eight or Higher) stones Mobile Rail Grinding Machine out of which 2 (two) numbers</p>	In this direction, refer item no-7 of Addendum no-9 dated 12-10-2018

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					shall be 72 or higher (seventy-two or Higher) stones during last seven(7) years (Calendar/Financial) (For 4.7 of Schedule 3 of Section 6) The above change shall enable qualification of 2-3 reputed International Grinding Machine Manufacturers and the competition shall result in obtaining optimum prices for the bid	
335	II	13 of 223	Section 8/ Clause 11.2	Design & Drawing	The Contractor shall ensure that the design prepared for supply of P&E shall be better than the machine supplied for which the specialist manufacturer has been qualified as per sub-factor 3.2.(e).(iii) The subject clause is very subjective and ambiguous. We understand that, design & supply of P&E should be such that it meets the Specifications mentioned in the Volume II of the Tender Documents. Kindly confirm	In this direction, refer sl. No.-1 of Addendum no-10
336	II	13 of 223	Section 8/ Clause 11.9	Design & Drawing	From the information given in this specification & bid submission, the contractor shall prepare a full set of engineering drawings, write ups, calculations etc. and submit the same to the Engineer for approval. We understand that, full set of engineering drawings, write ups, calculations etc. has to be submitted at design approval stage and we presume that the same should not be submitted at the time of Bid. Kindly confirm.	In this direction, refer sl. No.-2 of Addendum no-10
337	II	15 of 223	Section 8/ Clause 13.2 '(a),	Proto type Test	Most of the required P&E are standard products and have already been	In this direction, refer Sl no-14 of addendum no-9 dated 12-10-2018

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			(b) & (c) Addendum 8: Sl.No.5		<p>supplied to Indian/World Railways Railways since many years. It is possible that prototype test/speed certificates would have been conducted/issued in a period beyond last three years.</p> <p>The above criteria will require fresh proto type tests leading to significant increase in project cost.</p> <p>We recommend to re-phrase the clause 13.2 (a), (b) & (c) section 8 of VOL II as follows:</p> <p>a. If an assembly/sub-assembly is being procured by the Specialist/Other manufacture from its approved vendor as per its Quality Manual for the last ten years;</p> <p>b. if a design is already working over Indian Railway for the minimum ten years from the Bid Due Date subject to submittal of documentary evidence to support the claim and speed certificate (if applicable); and</p> <p>c. if a design exists and in use over any world Railways for the minimum ten years from the Bid Due Date subject to submittal of documentary evidence to support the claim</p>	and sl. No.-22 of Addendum no-10
338	II	163 of 223	Section 9.4.3	Bridge Inspection Vehicle	Manufacture & Supply of minimum 25 nos. of rail bound self-propelled 4/8-wheeler tower wagon or AC/DC/AC-DC EMUs/MEMUs/DEMUs or locomotive (diesel/electric), or self-propelled rail mounted cranes (with any	In this direction, refer sl. No.-3 of Addendum no-10

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					<p>type of transmission)/track machines (self-propelled) during last five (5) years (Calendar/Financial) (For 4.11, 4.12 & 4.13 of Schedule 3 of Section 6)</p> <p>Bridge Inspection Platform manufacturer chosen by the contractor shall have supply experience of minimum 5 units of similar capacity during last three years for rail or road bridge inspection purpose.</p> <p>These machines have two key components namely Mobile Bridge Inspection Units (Bridge Inspection platform) & self-propelled vehicle. These two components are generally manufactured by two different manufacturers.</p> <p>We understand that the Bridge Inspection Platform Manufacturer & Vehicle Manufacturer are required to qualify independently for their respective scope. However, the responsibility of integration, testing, commissioning, training and after sale service can be assumed by either of the two manufacturers.</p> <p>Kindly confirm.</p>	
339	II	216 of 223	Section 9.8 & Addendum No. 2	Supplier Experience: Ballast Hopper Wagon with Remote Control Discharge	<p>There are two important parts of the P&E namely the Hopper Wagon and another the Automatic Discharge System. The Other Manufacturer chosen by the Bidder shall meet the following experience collectively:</p> <p>a. Hopper Wagon: Existing RDSOhaving minimum supply of</p>	In this direction, refer sl. No.-4 of Addendum no-10

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					<p>25 hopper wagons.....last three years.</p> <p>b. Automatic Discharge System:</p> <p>i. Experience of supply of minimum 25 automatic..... on hopper wagons for the Railways.</p> <p>ii. In case, the Bidder proposesminimum 25 sets of hydraulic or electric power operating gate..... obligation on part of the Contractor.</p> <p>These machines have two key components namely Ballast hopper wagon & Remote Control Discharge System. These two components are generally manufactured by two different manufacturers.</p> <p>Various manufacturer of Ballast hopper wagon in India have supplied significant number of ballast hoppers in the past but without the remote control discharge system. There are manufacturers of remote control discharge system & they integrate/install their system with Ballast hopper wagon manufactured by other manufacturers.</p> <p>We request to DFCC to kindly rephrase the clause as follow:</p> <p>"There are two important parts of the P&E namely the Hopper Wagon and another the Automatic Discharge System. The manufacturers of Hopper Wagon and Automatic Discharge System chosen by the Bidder shall meet the</p>	

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					following experience for their concern scope respectively ".	
340	II	222 of 223	Section 9.10/ Clause 1.1	Flat Wagon	Flat Wagons are meant for carrying rails,.....turnout.....network of DFCCIL Kindly specify and confirm the following: i) the length of Flat Wagon to be supplied. ii) Length of the rail which is intended to be carried i.e 13 M, 25 M or any other long welded rail panels. Iii) Depending on the length of the rails, please specify the rack formation required.	The length of the flat wagon shall be in accordance with sub-clause 1.2 read with clause 2 of Section 9.10.
341	II	91 of 223	Section 9.2/ Clause 2.15	Dimensional and Operating requirements of RGM and RIV The machine should be capable of grinding operations on plain track and curves, track in tunnels, track on bridges having guard rails without removing the guard rails, and track on platform lines. It should also be possible to grind track on sharp curves having check rails without removing the check rails and with a minimum of 20 modules. Each of these 20 modules should have	The stated clause does not comply with the RDSO technical specification for 72 - stone RGM. Technically, Production grinders are meant for high production grinding and not grinding switches and crossing. Swiches and turnouts are ground using special Switch Grinder machine, as can be referred to in RDSO specification and also from recent tenders from Indian Railways for the same. Adding individual head control is not advisable on Production Grinders as there are already multiple grinding heads to more than adequately cover the rail. Adding individual head control unnecessarily shall increase the number of moving parts and consequently increased maintenance costs, without adding any benefit. It is for reason that RDSO has allowed the grouping of two grind heads, provided	In this direction, refer sl. No.-4 of Addendum no-9 dated 12-10-2018.

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				<p>full, independent angle and lateral shift capability and it should be possible to grind without any special setup or mechanical adjustments. The change in operation to grind switches and checkrails shall be possible to implement from the operator control station seamlessly while grinding open rail. Performance of this module should be same as on plain track and Bidder should specify number of stones/modules having this flexibility.</p>	<p>that there is a permanent offset in angle between the two grind heads. The basically achieves the same action as individual head control but with much lesser moving parts and lower cost .Grouping of two or more grinding heads has been allowed in RDSO specification being used in Indian Railways</p> <p>We request you to modify this clause & rephrase as follow:</p> <p>The machine should be capable of grinding operations on plain track and curves, tunnels and bridges without removing the guard rails. It should also be possible to grind on sharp curves without removing the guard rails. However it is understood that the rail coverage would be limited due to presence of guard rail.</p> <p>Kindly Confirm.</p>	

No.	Vol. No.	Page No.	Clause No.	Title/Clause	Questions/Requirement	DFCCIL Clarification
342	II	93 of 223	Section 9.2/ Clause 3.11	Working Mechanism of Rail Grinding Machine Each grinding module shall comprise of a ring-shaped stone and a grinding motor with suitable positioning mechanism to control the stone position, to achieve the target profile by the various grinding module configurations. Each individual module should have a fully adjustable angle range of +70 degrees to gauge to -20 degrees to field, independently controlled from the operator station in the cab Each grinding module spindle angle shall be accurate within $\pm 0.25^\circ$ (plus/minus one quarter of a degree) of the designed spindle axis positioning angle. Each module shall contains one or more grinding motor with , independent tilt cylinder for each module and must have the capability of being positioned by the control system independent of any other grinding module. In each module grind motor/tilt cylinder should be	RDSO has already agreed and frozen in their specifications and which is not being followed by Indian Railway in Tender TM-1712. We request you to modify this clause & rephrase as follow: Each grinding module shall comprise of a ring shaped stone and a grinding motor with suitable positioning mechanism to control the stone position, to achieve the target profile by the various grinding module configurations. Firm shall submit their module arrangement, Configuration should have a fully adjustable angle range of +70 degrees to gauge and -20 degrees to field, independently controlled from the operator station in the cab Each grinding motor spindle angle shall be accurate within $\pm 0.25^\circ$ (plus/minus one quarter of a degree) of the designed spindle axis positioning angle. Each module shall contain one or more grinding motors with, independent tilt cylinder for each module and must have the capability of being positioned by the control system independent of any other grinding module. In each module grind motor/tilt cylinder should be separated by certain angle so that heating or other impact does not take place on rail. The tilting cylinders should not be shared with adjacent modules and must be independent for each module. Kindly Confirm.	In this direction, refer sl. No.-5 of Addendum no-10

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				separated by certain angle so that heating or other impact does not take place on rail. The tilting cylinders should not be shared with adjacent modules and must be independent for module.		

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343	II	97 of 223	Section 9.2/ Clause 3.43	Working Mechanism of Rail Grinding Machine Grinding patterns must be balanced and not changed with curve elevation of the track on which the machine is operating. The rail grinder must be equipped with a system that maintains a positive pressure and constant reference to the gauge face of the rail/gauge corner of the rail. This can be achieved through various methods including appropriate design of the grinding carriage wheels and /or grind stone size.	<p>There is no requirement for grinding switches and crossing with a 72-stone RGM, as mentioned in our query No. 1 above. These are meant to be ground with special Switch Grinding machines as per RDSO spec for SRGM, for which Indian Railway is already currently procuring machine under tender TM 1715. Further we are adding clarification on the various methods of achieving constant gauge reference so that there is no ambiguity. These are proven and tested methods.</p> <p>We request you to modify this clause & rephrase as follows:</p> <p>Grinding patterns must be balanced and not changed with curve elevation of the track on which the machine is operating. The rail grinder must be equipped with a system that maintains pressure and constant reference to the gauge face of the rail/gauge corner of the rail. This can be achieved through various methods including appropriate design of the grinding carriage wheels and /or grind stone size.</p> <p>Kindly Confirm.</p>	In this direction, refer sl. No.-6 of Addendum no-10
344	II	93 of 223	Section 9.2/ Clause 3.18	Working Mechanism of Rail Grinding Machine Provision shall exist for operator to select the direction of rotation of the motor to contain the spark inwardly as default	<p>We understand that, as spark direction is always towards center line from cant., If direction change is required, this can be accomplished by manual re-wiring of 2 wires.</p> <p>Hence, we request to kindly delete this</p>	In this direction, refer sl. No.-7 of Addendum no-10

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				setting with built in cant in the grinding heads and one end of the grinding head to touch the rail.	clause. Kindly Confirm.	
345	II	216 of 223	Section 9.8/ Clause 4.(b)	Supplier experience Automatic Discharge System Automatic Discharge System: i. Experience of supply of minimum 25 automatic discharge systems installed, commissioned and working on hopper wagons for the last three years on any world Railways. ii. In case, the Bidder proposes another source having experience in manufacture and supply of minimum 25 sets of hydraulic or electric power operating gate along with independent power supply of similar capacity for different application during last three years, then the Other Manufacture shall provide additional warranty of minimum 2 years over and above the Defect Notification Period.	With the current PQ criteria, Potential manufacturers like IMI Precision and GREX are not able to qualify, as it is difficult for most of the European specialist Manufacturers to obtain the client certificate from government clients. Hence, we request you to accept documentary evidence in support of the Specialist Manufacturer's claim of the Experience in the form of Purchase order copies/Supply Order copies/Self validated declaration / Client's Certificate. In addition to the above, we also request to modify the criteria for Remote Control Discharge system as follow: Automatic Discharge System: i. Experience of supply of minimum 25 automatic discharge systems installed, commissioned and working on hopper wagons for the last nine years on any world Railways. ii. In case, the Bidder proposes another source having experience in manufacture and supply of minimum 25 sets of hydraulic or electric power operating gate along with independent power supply of similar capacity for different application during last nine years , then	In this direction, refer sl. No.-4 of Addendum no-10

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					the Other Manufacture shall provide additional warranty of minimum 2 years over and above the Defect Notification Period.	
346	I	22 of 172 44 of 172	ITP 17.1 (j) Section 2/ Clause 3.2 '(e)(iii)(12) & Section 2/ Clause 3.2 '(e)(iii)(13)	Client's Certificates Specific Experience in Manufacture & Supply of Key Machines for WILD & HAHW a) The Bidder shall submit Client's Certificate from the Specialist Manufacturer in support of the Bidder's claim of the Experience in respect of Form EXP 3. b) Experience 12) Manufacture & Supply of minimum 10 nos. of Wheel Impact Load detector (WILD) during last three (3) Years (calendar/Financial). (For 4.19 of Schedule 3 of Section 6) 13) Manufacture & Supply of minimum 10 nos. of Hot Axle & Hot Wheel (HAHW) Detector during last three (3) Years (calendar/Financial). (For 4.19 of Schedule 3	With the current PQ criteria, none of the potential manufacturers like Track IQ & Ansalsdo STS are not able to qualify, as it is difficult for most of the European specialist Manufacturers to obtain the certificate of supply from government clients. a) Hence we request you to accept documentary evidence in support of the Specialist Manufacturer's claim of the Experience in the form of Purchase order copies/Supply Order copies/Self validated declaration / Client's Certificate b) In addition to the above, we also request to modify the criteria for Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) detector as follow: (12) Manufacture & Supply of minimum 10 nos. of Wheel Impact Load detector (WILD) during last nine (09) Years. (13) Manufacture & Supply of minimum 10 nos. of Hot Axle & Hot Wheel (HAHW) Detector during last nine (09) Years.	In this direction, refer sl. No.-6 of Addendum no-9 dated 12-10-2018 and sl. No.23 of Addendum no-10

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				of Section 6)		
347	I	44 of 172	Section 2/ Clause 3.2 '(e)(iii)(12) & Section 2/ Clause 3.2 '(e)(iii)(13)	<p>Specific Experience in Manufacture & Supply of Key Machines for WILD & HAHW</p> <p>12) Manufacture & Supply of minimum 10 nos. of Wheel Impact Load detector (WILD) during last three (3) Years (calendar/Financial). (For 4.19 of Schedule 3 of Section 6)</p> <p>13) Manufacture & Supply of minimum 10 nos. of Hot Axle & Hot Wheel (HAHW) Detector during last three (3) Years (calendar/Financial). (For 4.19 of Schedule 3 of Section 6)</p>	<p>We understand that WILD and HAHW are newly introduced in India and they are yet to be proven. Furthermore, they are not yet handed over to IR or successfully commissioned. In addition, none of the reputed manufacturers are qualifying the PQ criteria.</p> <p>If commissioning or final taking over is delayed for this particular P&E then the 50% of retention amount withheld for all the P&E of entire section will not be released.</p> <p>Hence, we request you to descope the P&E No.19 - Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) detector from the Tender Scope.</p> <p>Alternatively, request you to release retention amount even if taking over of WILD & HAHW is delayed.</p>	No change is envisaged.
348	II	136 of 223	Section 9.3.2/ Clause 6	<p>OHE Recording Car</p> <p>Supplier experience</p> <p>The references for the measuring system as per clause 2 -OHE vision system and videography of the OHE must refer to a system capable to acquire digital images and having functionality</p>	<p>We request you to modify this clause & rephrase as follow:</p> <p>The references for the measuring system as per clause 2 -OHE vision system and videography of the OHE must refer to a system capable to acquire digital images with or without automatic detection of the OHE defects.</p> <p>Kindly confirm.</p>	In this direction, refer sl. No.-8 of Addendum no-10

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				for automatic detection of the OHE defects.		
349	II	216 of 223	Section 9.8/ Clause 3.2.(b)	Automatic Discharge System Automatic discharge system should have provisions of remote operation as well as joystick type simple operation which can be operated by the staff walking along the track. For the purpose of remote operation, the minimum distance and provision of selection of hopper shall be finalized during design stage but details shall be submitted along with the Bid.	We understand from various manufacturers of Remote Controlled discharge system that GSM based wireless remote system will be used for remote control operation. To operate the wireless system, Telecom tower or Internet facility is required. We presume that Telecom tower/Internet facility will be provided by the Employer. Kindly confirm.	In this direction, refer sl. No.-12 of Addendum no-10
350	I	89/17 2	Form I-B-2, (e), No.3	Place of Service Engineer	Referring to your SI No.170 of clarification No.3, you clarified that "Service Manager shall be stationed at Site from the time delivery of P&E begins". First of all, we would like to confirm that "Service Manager" in this context means the "Service Engineer" under item (e) No.3 of Form I-B-2, Vol No.1. Given, we request your good office to allow the Service Engineer to be stationed in Delhi NCR rather than the Site.	No Change is envisaged.
351	I	89/17 2	Form I-B-2, (e)	Total Experience of PM/QM/SE	We request your good office to ease the minimum total experience required for	In this direction, refer sl. No.-16 of Addendum no-10.

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					Project Manager/Quality Manager/Service Engineer from 15 or 10 years into 7 years respectively.	
352	I	94/17 2	SI No.8 of Attachment D (Check List of submission of Documents for Technical Bid), Addendum No.3	Effective Period of Power of Attorney	<p>Referring to the SI No.8 of Attachment D, Addendum No.3, there is description as below;</p> <p>"Power of Attorney (Duly Notarized & executed up to 03 months prior to Bid submission deadline) in respect of... including Specialist Manufacturer(s)/Other Manufacturer(s)."</p> <p>Due to the repeated extension of the Bid submission deadline, most of POAs became invalid and shall be refreshed, which would lead huge additional documentary works and it would result in delay of Bid submission.</p> <p>Therefore, we request your good office to kindly delete effective period of POA prior to the Bid submission deadline and accept any POAs regardless of the issuing date so long as they are duly issued under any requirements in the Bid Documents.</p>	In this direction, refer sl. No.-14 of Addendum no-10
353	I	171/1 72	SI No.9 of Addendum No.5	Retention Money Guarantee	<p>All the modifications applied to Bid Security, Performance Security, Advance Payment Security, and Security against 90% payment----Inspection Report in accordance with SI No.9 of Addendum No.5 were not applied to the Retention Money Guarantee.</p> <p>We request your good office to apply these modifications for the Retention</p>	In this direction, refer sl. No.-17 of Addendum no-10

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					<p>Money Guarantee in addition to the other guarantees.</p> <p>Besides, we request your good office to delete the following condition in the Retention Payment Guarantee;</p> <p>“This guarantee shall be governed by the laws of Republic of India”</p>	
354	I	a.161/ 172 b.162/ 172 c.163/ 172 d.171/ 172		<p>a. Performance Security b. Advance Payment Security c. Security Against 90% payment... Inspection Report d. Retention Money Guarantee</p>	<p>In order to clearly define the demand procedure, we request your good office to insert the following:</p> <p>“Each demand under this guarantee must be accompanied with the following documents.</p> <p>(1) A original of this guarantee (2) Original invoice”</p>	No Change is envisaged.
355	I	114/1 72	14.9	Payment of Retention Money	<p>As per the SI No.3 of Addendum No.5, 1st and last para of 14.9 were deleted and 2nd para of 14.9 was replaced. Having been read in conjunction with 14.9 of Particular Conditions, can we understand that “(a) The first half of... the Respective Section” and “The relevant percentage for... of such Section” were deleted, and “(b) The outstanding balance... in the Section” were replaced?</p> <p>In other words, can we understand that Clause 14.9 can be read as under;</p> <p>“Fifty (50) percent of the Retention Money shall be released on the completion of the Defect Notification Period of the concerned P&E and balance</p>	In this direction, refer sl. No.-18 of Addendum no-10

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					<p>Retention Money on completion of the latest of the expiry dates of the Defect Notification Period of the last P&E in the Section, subject to certification by the Engineer for payment to the Contractor.</p> <p>However, if any work remains to be executed under Clause 11 [Defect Liability] or Clause 12 [Tests after Completion], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.”</p> <p>If the above understandings are correct, can we understand that first fifty (50) percentage of the Retention Money shall be released on completion of each unit of DNP of the concerned P&E? For example, when DNP of one (1) unit of Tower Wagon 8-weeler in Section B is completed but remained three (3) units of Tower Wagon 8-weeler in Section B are not completed, can the fifty (50) percentage of the Retention Money on the one (1) unit of Tower Wagon 8-weeler shall be released?</p>	
356	II	136/2 23	Section 9.3.2 OHE Recording Car(ORC)	6 Supplier Experience	The catenary wire video system with “automatic detection” of the OHE is a pilot project for our potential supplier. Our potential supplier will provide references of the catenary wire video system without automatic detection of the same sub-supplier which our potential supplier has already installed on numerous track inspection vehicles. Also our potential supplier have reference of	In this direction, refer sl. No.-8 of Addendum no-10

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					automatic detection of the track defects. Please kindly accept to modify the term to “The references for the measuring system as per clause 2 -OHE vision system and videography of the OHE must refer to a system capable to acquire digital images and having functionality for automatic detection of the OHE or Track defects”.	
357	II	163/233	Section 9.4.3 Bridge Inspection Vehicle clause 4.2	Bridge Inspection Platform	Our potential supplier(s) would like to offer bridge inspection platform with below dimensional. This platform is also met for bridges of WDFC line. a. Minimum Horizontal range:12 meters b. Minimum Lowering depth:10 meters c. Platform width:1meters d. Minimum Load without the working basket:600kg (as the platform is the working basket) e. Minimum load on the telescopic platform : 280kg f. Rotation of the platform: 180 g. Working height of pneumatic/hydraulic lift : 4.7meters h. Minimum lowering depth for pier inspection: 14m	In this direction, refer sl. No.-3 of Addendum no-10
358	I	42/172 And No.8(7) of Addendum No.8	Section 2 3.2(e)(iii) Specific Experience in Manufacture &Supply of Key machine	Experience in design, manufacturing, supply and commissioning of the following Key Machines:	Our potential supplier does not comply with current requirement. Please kindly consider to change as per below. 7) Manufacture & Supply of minimum 05 nos. of 48/72 (forty-eight/seventy-two) or higher stones Mobile Rail Grinding Machine out of which 2 (two) numbers	In this direction, refer sl. No.-7 of Addendum no-9 dated 12-10-2018

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					shall be 72 (seventy-two) or higher stones during last seven (7) years (Calendar/Financial) (For 4.7 of Schedule 3 of Section 6)	
359	II	88-106/23	Section 9.2	Mobile Rail Grinding Machines	<p>Our potential supplier does not comply with current requirement. Please kindly consider to change as per below.</p> <p>2. Dimensional and Operating requirements of RGM and RIV 2.15 The machine should be capable of grinding operations on plain track and curves, tunnels and bridges without removing the guard rails. It should also be possible to grind on sharp curves without removing the guard rails. However it is understood that the rail coverage would be limited due to presence of guard rail.</p> <p>3. Working Mechanism of Rail Grinding Machine 3.11 Each grinding module shall comprise of a ring shaped stone and a grinding motor with suitable positioning mechanism to control the stone position, to achieve the target profile by the various grinding module configurations. Firm shall submit their module arrangement, Configuration should have a fully adjustable angle range of +70 degrees to gauge and -20 degrees to field, independently controlled from the operator station in the cab Each grinding motor spindle angle shall be accurate within $\pm 0.25^\circ$ (plus/minus one quarter of a degree) of the designed spindle axis positioning angle. Each module shall</p>	In this direction, refer sl. No.-4 of Addendum no-9 dated 12-10-2018 and sl no-5,6 & 7 of Addendum no-10.

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					<p>contain one or more grinding motors with, independent tilt cylinder for each module and must have the capability of being positioned by the control system independent of any other grinding module. In each module grind motor/tilt cylinder should be separated by certain angle so that heating or other impact does not take place on rail. The tilting cylinders should not be shared with adjacent modules and must be independent for each module.</p> <p>3.18(delete)</p> <p>3.43 Grinding patterns must be balanced and not changed with curve elevation of the track on which the machine is operating. The rail grinder must be equipped with a system that maintains pressure and constant reference to the gauge corner of the rail. This can be achieved through various methods including appropriate design of the grinding carriage wheels and /or grind stone size.</p>	
360	I	52/17 2 and No.6 of Addendum 8	5.6(a)	Check of an Unbalanced Bid	<p>On the Addendum 8, it had been modified as per “If the Bid of the successful Bidders is seriously unbalanced or different comparing with the Employer’s cost estimate, the Employer may require the Bidder to provide clarification, including detailed price analysis, for any or all items of the Price Schedule P&E to demonstrate the consistency with documentary evidence of the prevailing or last contractual rates the Specialist</p>	In this direction, refer sl. No.-21 of Addendum no-10

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					<p>Manufacturer or the Bidder has adopted, for the similar machine offered in the submittal to Railways/Metro/Infrastructure Project in India.”.</p> <p>Is this mean all Bidders to be required if the bid is seriously unbalanced or different comparing with the Employer’s cost estimate, or only lowest evaluated bidder after open the price bid to be required?</p>	
361	I	87/17 2	FORM I-B-1:General Execution Scheme of Works	4.7 Issue of speed Certificate and Oscillation Trail/ 11	<p>As per it is modified by No.31 of Addendum 8, the Employer shall arrange the oscillation test and issue speed certificate.</p> <p>So we understand that it is not necessary to include “4.7 Issue of speed Certificate and Oscillation Trial” on the General Execution Scheme of Works. We will submit necessary technical documents for the osculation test but arrangement to be done by the employer.</p> <p>The Bidder cannot demonstrate “issue of speed certificate and oscillation trail”. Please kindly delete 4.7 and 11 from FORM I-B-1.</p>	No Change is envisaged as It is the responsibility of the Contractor to comply with the ER to ensure successful completion of the Oscillation test.
362	Addendum No. 8 dated 12-09-2018	12 of 15	Sl. No. 31	Taking Over Certificate	a. The Maximum permissible speed of 100 Kmph or above of rail base P&E over DFCCIL network shall be certified by conducting oscillation test by an Independent Agency/Accessor and/or RDSO to be engaged by the Employer at his cost. The oscillation test shall be done at 110% of the maximum permissible	Please refer sl no-31 of addendum no-8 dated 12-09-2018.

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					<p>speed. We noted that Oscillation Test is now in Employer's scope.</p> <p>Tender clauses do not specify the timeline for conducting Oscillation Test & issuance of Taking Over Certificate.</p> <p>We request to insert the following as a sub clause to the Cl. 25</p> <p>Kindly Confirm that, Oscillation test shall be completed by Employer through Independent Agency/Assessor and/or RDSO with in two(2) months from the supply of particular P&E, and Taking Over Certificate to be issued, as payment terms are linked to the Taking Over Certificate.</p> <p>In case of non-conduction of Oscillation test within the 2 months from the supply of particular P&E, it will be deemed to be Taken Over & Contractor shall be eligible for the payment after Taking Over Certificate.</p>	
363	II	18 of 223	Clause 14.4	Commissioning and Site Acceptance Test	<p>Commissioning and Site Acceptance Test</p> <p>On confirmation of all above requirements, the Engineer will issue 'the Taking Over Certificate' of the respective P&E subject to</p> <p>a) Compliance of sub-clause 16.4.1,16.4.2 and 16.6 of this Section 8 Vol II</p>	In this direction, refer sl. No.-19 of Addendum no-10

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					<p>b) Training of adequate personal for the operation of the P&E as per sub-clause 18.3 below.</p> <p>c) The Taking Over Certificate of the last P&E of each type is subject to submission of necessary documents complying to 16.4.3 and 16.4.4</p> <p>Please confirm that after the requirements specified in Clause 14.4 of Section 8, VOL II are compiled by the Contractor, Employer shall issue the Taking Over Certificate within 15 days as payment terms are linked to Taking Over certificate.</p>	
364	II	10 of 223	Clause 4.12		<p>The engine emission standards shall conform to latest Bharat Stage norms applicable for such type of engines and fuel as directed by CPCB, Ministry of Environment and Forests, Govt. of India.</p> <p>Kindly confirm that, Contractor shall confirm to the latest Bharat Stage norms prevailing as on Bid due date. Any upgradation thereafter, if required is to be considered as variation and Contractor shall be compensated accordingly in terms of Cost & Time.</p>	In this direction, refer sl. No.-20 of Addendum no-10
365	II	13 of 223	Clause 11.6		<p>The Contractor, when submitting proposals or designs for approval of the Employer/Engineer, shall draw attention to any deviation or departure from the specification involved in his proposals or drawings or details submitted at the bid stage. This situation shall only arise when there is upgradation of technology, improved output and performance etc.</p>	No Change is envisaged.

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					<p>We understand that the Contractor, when submitting proposals or designs for approval of the Employer/Engineer, shall draw attention to any upgradation of technology, improved output and performance etc from the specification involved in his proposals or drawings or details submitted at the bid stage.</p> <p>However, Kindly Confirm:</p> <p>If the upgradation of technology, improved out put & performance etc. of any offered P&E vis-a-vis parameters of the P&E offered as on Bid base date is mandated by Employer, the same shall be considered as variation & Contractor shall be compensated accordingly in terms of Cost & Time.</p>	
366	II	13 of 223	Clause 11.2	Design & Drawing	<p>The Contractor shall ensure that the design prepared for supply of P&E shall be better than the machine supplied for which the specialist manufacturer has been qualified as per sub-factor 3.2.(e).(iii)</p> <p>We request to delete the Clause.</p> <p>We understand that, design & supply of P&E should be such that, it meets the Particular Specifications mentioned in the Volume II of the Tender Documents.</p>	Same query as Q no-335.
367	II	17 of 223	Clause 13.13 (a)		<p>a) Manufacturer's Test Certificate i.e. prototype/factory acceptance/routine test as the case may be including major assembly/sub-assembly.</p>	No Change is envisaged.

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368	II	15 of 223	Clause 13.1 (a)	Prototype Test	Prototype testing where specified/required or considered necessary by the Engineer;	
369	I Addendum No. 9 dated [12-10-2018]	92 of 172 2 of 5	Clause 2 (ii) Sl. No. 5	Location of the manufacturing	Modify sub-clause 2(ii) as under: Country of Origin, Location of the manufacturing factory, or factories if components are from different sources. In case, the Specialist/Other Manufacturer proposed to have part manufacturing, installation, assembly, integration etc. with any other manufacturer who is not in its vendor list, then the same shall be under a sub-contract or any other association with drawing and specifications provided or certified by the qualified Specialist Manufacturer as per Eligibility Criteria. The Specialist Manufacturer shall also ensure its inspection for the part manufacturing, assembly, integration and testing in accordance with its own standards. The Specialist Manufacturer shall own complete responsibility in all respect as if the part manufacturing is done at its own works.	
370	II Addendum No. 9 dated [12-10-2018]	15 of 223 5 of 5	Clause 13.2 Sl. No. 14	Prototype Test	Prototype test of the P&E or its major sub-assembly shall not be required a. If an assembly/sub-assembly is being procured by the Specialist/Other manufacture from its approved vendor as per its Quality Manual for the last three years; b. if a design is already working over Indian Railway for the minimum three years from the Bid Due Date subject to submittal of documentary evidence to	No Change is envisaged.

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					<p>support the claim and speed certificate (if applicable); and/or</p> <p>c. if a design exists and in use over any world Railways for the minimum three years from the Bid Due Date subject to submittal of documentary evidence to support the claim.</p> <p>Referring Clause 13.1(a) of Section 8 Vol II, Clause 13.2 of Section 8 Vol II & Addendum No. 9, Sl. No. 14 along with Addendum No. 9, Sl. No. 5, we understand the following:</p> <p>Prototype test Shall not be required for the Assembly/Sub-assembly/ P&E of proven design (complying either of the criteria under Addendum No. 9, Sl. No. 14) manufactured at any of the factory locations of Specialist Manufacturer/Subcontractor/Associates for the first time.</p> <p>Kindly confirm.</p>	
371	II	209 of 223 210 of 223	Clause 3 Clause 4.3	Coverage of wheel	<p>The system shall comprise adequate number of channels, with two numbers as spares for each pair of rail, which shall be sufficient and capable to demonstrate coverage of 100% of wheel tread/circumference of all types of rolling stock over the full speed range of 30 kmph to 100 kmph.</p> <p>Graphical and animated videos or any other method shall be submitted with the Bid to prove the compliance of 100% coverage of the wheel circumference for</p>	In this direction, refer sl. No.-24 of Addendum no-10

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					<p>any defect resulting in high impact loading. The method of testing during inspection and site acceptance shall be submitted.</p> <p>The system shall be able to detect high impact load causing wheels of 770 mm to 1100 mm diameter by measuring the impact load on rails. With 600 mm being the inter-sleeper distance on DFCCIL which cannot be changed, the bidders should present a graph depicting percentage coverage of the wheel circumference by the instrumentation proposed by them from 770 mm to 1100 diameter with 100% coverage of wheel circumference.</p> <p>We understand from various manufacturers of WILD that 100% wheel coverage is not feasible.</p> <p>We request you allow to use standard WILD Mk-III which yields a first-pass coverage of not less than 90% for all types of rolling stock.</p> <p>Kindly confirm.</p>	
372	II	209 of 223	Section 9.7.1	Coverage of wheel	<p>Wheel Impact Load Detection system shall be able to perform data acquisition of wheel impact on a rail more than the set standard for the wheels of trains under moving conditions at all speeds and shall further proceed for report generation.</p> <p>WILD system shall be able to perform data acquisition by using either Strain</p>	In this direction, refer sl. No.-24 of Addendum no-10

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					Gauge OR Accelerometer technology. Please confirm.	
373	I	128-131/172 134/172 135-156/172	Schedule-3 [Price Schedules- Currency wise break up of Bid Price against various cost center for payment purpose Schedule – 4 (Payment schedule summary) Schedule – 4.1 to schedule 4.22	Payment Schedue	<p>We are able to neither propose nor commit our bid price unless we are allowed to specify the assumptions for the weightages of cost centre on which our bid price is based. In order to have the fair and equitable bid process, and for us to proceed in the bid submission, we would request for your considerations on the followings :</p> <p>(i) to specify the weightages of cost centre in the price schedule 3 as they had been originally fixed before; or</p> <p>(ii) to require all the bidders to fill the proposed weightages of cost centre in the price schedule 3; provided that such proposed weightages may be adjusted and approved by the Employer.</p> <p>In case that you do not accept any of the above (i)(ii), we are afraid that the bid evaluation cannot be fairly and equitably done. If that is the case, we would request you to clarify the followings :</p> <p>a) In case of (ii) above, can we understand that the contract price shall be adjusted considering the interests incurred by us due to the</p>	<p>No change is contemplated</p> <p>No Change is contemplated</p> <p>No</p>

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					<p>difference of the cash flow assumption after the signing of the Contract if the approved weightages are different from our proposed weightages?</p> <p>b) Could you confirm that we can withdraw from the bid or terminate the Contract free from any penalty with the complete renunciation of any bank guarantees, in case where we cannot reach the agreement in the weightage of the cost centre?</p> <p>Moreover, the timing to agree on the weightages should be before the signing of the Contract since setting out one of the important contract conditions after the signing of the Contract is quite irregular</p> <p>We would like you to reconsider this point and amend the condition .4... accordingly.</p>	<p>No</p> <p>No Change is contemplated</p>