

**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. 374-379)**

Following are the Employer's Clarifications to the perspective Bidders' queries, w.r.t. to the Pre-Bid meeting held on 22<sup>nd</sup> 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	NKI comment	DFCCIL Clarification
374	II	13 of 223	Clause 11.6	Column Requirement of Factor 3.2.(e)	<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</p> <p>We understand that, If the Technology or Model offered during Bid stage is discontinued by the Manufacturer during the course of supply, it mandates</p>	<p>No change is contemplated. <b>Refer reply to query No. 365</b></p>	<p>No change is contemplated. <b>Refer reply to query No. 365</b></p>

					<p>the contractor to supply upgraded Technology or Model. As this upgradation may increases the cost of respective P&amp;E, the same shall be considered as Variation &amp; Contractor shall be compensated accordingly in terms of <b>Cost &amp; Time</b>.</p> <p>Kindly Confirm.</p>		
375	I	122/172	F(ii)	Letter of Price Bid	<p>We undertake to receive the payments against the completion of works as per Clause c along with Clause d above and under various Cost Centers in respective currency portions as filled by the Bidder in the Schedule 3: Price Schedule – Currency wise Breakup of Bid Price against various Cost Centre for Payment Purpose of Local (INR) and Foreign Currencies and Schedule 4 – Payment Schedule</p> <p>We request you to modify this clause &amp; rephrase as follow:</p> <p>We undertake to receive the payments against the completion of works as per Clause c along with Clause d above and under various Cost Centers in respective currency portions as filled by the <b>Contractor, after</b></p>	<b>Refer SI. No. 5 of Addendum No. 11</b>	<b>Refer SI. No. 5 of Addendum No. 11</b>

					<b>signing of the Contract, consented by the Engineer and approved by the Employer</b> in the Schedule 3: Price Schedule – Currency wise Breakup of Bid Price against various Cost Centre for Payment Purpose of Local (INR) and Foreign Currencies and Schedule 4 – Payment Schedule.		
376	I	9/14	SL. No. 25 Addendum No. 10 dated 2-11-2018  Sl. No. 10 Addendum No. 9 dated 12-10-2018	Schedule – 3 of Bid Price  SCHEDULE 3	<p>“The Bidder shall submit the duly filled Sch.3 to the Engineer for approval.”</p> <p>Price schedules- currency wise break up of the Bid Price against various cost Centers for payment purpose</p> <p>We understand that Schedule- 3 shall be submitted by the contractor and not the bidder, i.e. after signing of the Contract, consented by the Engineer and approved by the Employer. At this stage, the bidder only needs to submit the signed unfilled copy of schedule -3 along with price bid as Column 2,4,6,8 &amp; 10 of Schedule 3 cannot be filled without approval of Schedule 4.</p>	<b>Refer Sl. No. 6 of Addendum No. 11</b>	<b>Refer Sl. No. 6 of Addendum No. 11</b>

					Accordingly, we request you to kindly rephrase the clause as following: “The Bidder shall submit the duly signed unfilled format of Schedule 3 and Schedule 4 to the Engineer.”		
377	I	Section 6	128-131/172,  SI No.15 of Addendum No.6 dated 12-07-2018,  And,  SI No.25 of Addendum No.10 dated 02-11-2018	Description of Offshore & Onshore Portion of Work in the Schedule No.3	As per the SI No.15 of Addendum No.6, it is mentioned that “Offshore & Onshore portion of Work for each currency may be given under column no-3,5,7 & 9 of Schedule-3”. However, such a condition has been completely deleted by the SI No.25 of Addendum No.10 without any explanation about the reason.  The calculation of the taxable income in India, especially that for the offshore works, is one of the key elements for the bidders to decide their bid prices. Now that the bidders will not be able to describe the prices for the offshore works and onshore works separately in the Schedule 3 following the deletion of the SI No.15 of Addendum No.6, the bidders need to consider the tax impact in case where	<b>Refer SI. No. 13 of Addendum No. 11</b>	<b>Refer SI. No. 13 of Addendum No. 11</b>

					<p>the tax authority in India imposes tax on the income from the offshore works. This would obviously lead to an adverse effect on the calculation of the bid price by the bidders and we believe that it would be desirable for your good office to collect the competitive bid prices by resuming the SI No.15 of Addendum No.6.</p> <p>Given, we request your good office to restore the SI No.15 of Addendum No.6. Clause 17.2</p>		
378	1	Setion 6	Clause 17.2	Contractor's Care of the P&E	<p>The Contract clause 17.2 sets out that "the Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued for the Works", which, we understand, that the Contractor shall be responsible for the care and custody of each P&amp;E at the Site, i.e. the Track Machine Depot (TMD) at Saradhana, until the Taking-Over Certificate is issued for each P&amp;E.</p>	<p>No Change is contemplated Refer GC sub-clause 4.22 and is self-explanatory</p>	<p>No Change is contemplated. GC sub-clause 4.22 (security of site) read with PC 8.3, as modified vide sl no-6 of Addendum no-5 dated 22-06-2018 may be referred.</p>

					<p>However, since the TMD is the Employer's facility which is not under the control of the Contractor, the Contractor will not be able to take such a responsibility for any P&amp;E kept in the TMD. We believe that such a responsibility should be passed from the Contractor to the Employer once each P&amp;E has been delivered to the TMD.</p> <p>Given, we request your good office to amend this clause so that the responsibility for the care and custody of each P&amp;E shall be transferred from the Contractor to the Employer when it is delivered to the Site (TMD) and received by the Employer/Engineer regardless of issuance of Taking-Over Certificate.</p>		
379	II	43/172 2/14	3.2(e) Experience Sub-factor 3.2(e)(iii)10.1	Experience	<p>Our potential supplier of Bridge Inspection platform have supplied 35 units of Bridge Inspection by Basket type during last 7 years. They will supply Platform type which meet your requirement.</p>	<b>Refer SI.No. 11 of Addendum No. 11</b>	<b>Refer SI.No. 11 of Addendum No. 11</b>

				<p>Please kindly accept supply experience both Basket type and Platform type of Bridge Inspection Unit in 10.1) as per below.</p> <p>10.1) Manufacture and supply of minimum 5 nos. of self-propelled rail or road or rail-cum road Bridge Inspection Vehicle mounted with Bridge Inspection Platform/Basket during last (7) seven years. (Calendar/Financial) (for 4.13 of Schedule 3 of Section 6)[ total proposed Specialist Manufacturers shall be in accordance with ITB 17.1(b) BDS]</p>		
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