

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

PLANT AND EQUIPMENT WORKS  
ICB NO. PE P-6

**Response to Queries**

Following are the Employer's Clarifications to the perspective Bidders' queries, w.r.t. 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.

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1.	I	40 of 172	3.2 (e) (ii)	Specific Experience	As the evidence on this credential, we believe that the following documents should be sufficient; - Contract agreement - Completion certificate In case the completion certificate does not mention about the contract amount, we would obtain the certificate from independent public or chartered accountant. Please kindly confirm our understanding is correct.	The Clause is self-explanatory.
2.	I	87 of 172	FORM I-B-1.6	General Execution Scheme of Works	This clause describes "It shall be necessary to obtain the consent of the Engineer and Approval of the Employer to employ the proposed Other Manufacturer(s) in this Contract. The Other Manufacturer shall not be altered or substituted except with the expressed return approval of Employer."	No change is contemplated.

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					<p>In case the Bidder proposes 3 Other Manufacturers on one P&amp;E before contract award and then after award Employer does not approve all of 3 Other Manufacturers, it is serious problem for the Contractor to execute the contract.</p> <p>Therefore, please kindly consider the reasonable procedure to avoid such contract risks; For example, the Employer shall approve the Other Manufacturer at the technical evaluation stage.</p>	
3.	I	-	-	General	<p>In order to execute the contract in proper manner, the Contractor needs to appoint the appropriate personnel at the appropriate location. For that purpose, the Bidder needs to know the implementing organization/physical location of the Employer/the Engineer. For example, the main communication counterpart of the Employer/the Engineer, the design team of the Engineer, etc.</p> <p>The Bidder prefers Delhi for the location of Monthly meeting, design meeting and other general communication points for smooth contract execution.</p>	Refer ATB no. 1.1.2.2 and 1.2.2.4, which are self-explanatory
4.	I	98 of 172	ATB1.1.3.7	Defects Notification Period	For the avoidance of doubt, please kindly reconfirm that the Defect Notification Period for <u>each unit</u> of P&E shall be 104 weeks from the date stated in the Taking Over Certificate of the respective P&E.	The Clause is self-explanatory.
5.	I	98 of 172	ATB 4.2	Amount of Performance Security	In order to simplify the administrative work both on the Employer/Engineer and the Contractor side, we request your good office to allow the Contractor to issue the Performance Security in single currency such as Japanese Yen in the amount	No change is contemplated.

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					equivalent to 5% of the Accepted Contract Amount. The equivalent amount shall be calculated at the currency exchange rate at Base Date.	
6.	I	99 of 172	ATB 8.7, 10.2 & 14.15(b)	Delay Damage	We request your good office to reduce the percentage of delay damage from 0.5% per week to 0.2% per week, because 0.5% is too high.	No change is contemplated.
7.	I	99 of 172	ATB 8.7, 10.2 & 14.15 (b)	Delay Damage	Please kindly reconfirm that Delay Damage of 0.5% per week shall be charged based on the unit price of each set of P&E, instead of total Accepted Contract Amount.	In this regard, please refer Sl. No. 4 of Amendment No.1.
8.	I	99 of 172	ATB 8.7	Delay Damage	Please kindly reconfirm that Maximum amount of Delay Damage shall be 5% of the unit price of P&E. For example, the unit price of one set of machine A is US\$100. In case the delivery is delayed for more than 10 weeks, the maximum amount of Delay Damage shall be US\$5.	In this regard, please refer Sl. No. 5 of Amendment No.1.
9.	I	99 of 172	ATB13.3(c)	Variation Procedure	Please kindly reconfirm that 15% toward profit and overhead does not include any other costs such as logistics cost, financial cost etc.	The Clause is self-explanatory.
10.	I	99 of 172	ATB 14.2	Advance payment	This clause describes "(a) (Five) 5 percent: On submission of Performance Security and commencement of <u>of</u> mobilization process.  - The "of" with underline in above is duplicated. - Please kindly define the "mobilization process".	Please refer Sl. No. 6 of Amendment No.1.
11.	I	99 of 172	ATB 14.2	Advance payment	In order to simplify the administrative work both on the Employer/Engineer and the Contractor side, we request your good office to allow the Contractor to issue the Advance	No change is contemplated.

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					Payment Security in single currency such as Japanese Yen in the amount equivalent to the Advance Payment. The equivalent amount shall be calculated at the currency exchange rate at Base Date.	
12.	I	100 of 172	ATB 20.6 (b)	Arbitration	We request your good office to fix the place of Arbitration at Singapore.	No change is contemplated.
13.	I	103 of 172	PC 1.1.6	Other Definitions	We request your good office to identify the Site to be delivered before the bid submission, because it would have cost impact depending on the location. Furthermore, the Site shall not be revised after contract award. In case the Site is revised, the additional cost shall be paid by the Employer.	Please refer Sl. No. 7 and 29 of Amendment No.1.
14.	I	104 of 172	PC 1.2 (f)	Interpretations	Please kindly explain more details of (f). Please also explain the background of the profit of one twentieth. Please also explain the definition of profit.	The clause is self -explanatory.
15.	I	105 of 172	PC 2.1	Right of Access to the Site	This clause should not be deleted. We request your good office to make the Site ready by the certain agreed time schedule, because the Permanent Works (here Plant and Equipment) shall be delivered to the Site. In case the Site is not ready, the additional cost will be incurred and such additional cost shall be paid by the Employer.	No change is contemplated.
16.	I	105 of 172	3.1	Engineer's Duties and Authority	In the last paragraph, we request your good office to delete 'on the best effort basis', because the delay of such decision beyond 21 days would severely affect the contract execution.  In case the Employer fails to give its decision within 21 days of the receipt of the proposal, the proposal shall be deemed as	Please refer Sl. No. 48 of Amendment No.1.

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					approval.	
17.	I	106 of 172	4.12	Unforeseeable Physical Conditions	We request your good office not to delete this clause because we have no certainty about non Unforeseeable Physical Conditions and such risks shall be borne by the Employer as the worldwide standard.	Please refer Sl. No. 49 of Amendment No.1.
18.	I	107 of 172	8.7	Delay Damage	This clause describes “for reasons solely attributable to the Employer”. We request your good office to delete “solely” according to the philosophy of FIDIC Yellow Book.	Please refer Sl. No. 50 of Amendment No.1.
19.	I	109 of 172	11.1	Completion of Outstanding Work and Remedying Defects	We request your good office not to impose the penalty. The Contractor submits the Performance Security to the Employer during the Defect Notification Period and, therefore, the penalty stipulated in the Defect Notification Period is not appropriate.	No change is contemplated.
20.	I	113 of 172	14.7	Payment	This clause describes “Provided always that the time of payment shall mean the time when all necessary documents for payment are issued by Employer to the Contractor or JICA”. However, the time of payment shall mean the time when the payment is received by the Contractor. Please kindly replace the wording accordingly.	Please refer Sl. No.51of Amendment No.1.
21.	I	115 of 172	17.6	Limitation of Liability	We read the first sentence of PC17.6 to specify that the Contractor’s liability in respect of any loss or damage arising out of or in connection with any unit of the Plant or Equipment shall be limited to 100% of the value of that particular unit of Plant or Equipment as stipulated in the Contract. Please confirm that this understanding is accurate. If yes, we respectfully request that	Refer Sl. No. 9 of Amendment No.1.

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					<p>PC17.6 be amended to clearly reflect this understanding.</p> <p>Please also confirm that the second sentence of PC17.6 will be deleted for inter alia the following reasons:</p> <ul style="list-style-type: none"> <li>- Indemnity: The second paragraph of GC17.6 states that the limitation of liability does not apply in respect of Sub-Clause 17.1 [Indemnities]. With respect, we think that it is not necessary to re-state this position in PC17.6.</li> <li>- Insurance: The eleventh paragraph of GC18.1 [Insurance] addresses the interaction between insurance and the limitation of the Parties' liabilities. With respect, we think that it is not necessary to re-address this issue in PC17.6.</li> <li>- Delay damages: We humbly submit that the delay damages should not be an exception to the limitation of liability. Market practice shows that limitation of liability should only be lifted in extraordinary situations, e.g. physical injury or property damage due to negligence. Otherwise, the Contractor would need to price in a high level of contingency. We respectfully ask you to delete the reference to "delay damages".</li> <li>- Etc: With respect, we believe that the exceptions to the limitation of liability as contained in the second paragraph of PC17.6 provide sufficient protection to</li> </ul>	

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					the Employer. In any case, the word “etc” is vague and we humbly ask for it to be deleted.	
22.	I	128 of 172	Schedule 3	Price Schedule	In this Schedule, the Weightage of Cost Center (% of total Bid Price) is given by the Employer. However, the actual cost for each Plant and Equipment will not be the same as such Weightage given by the Employer. Such gap may give the severe cash flow impact to the Contractor. Therefore, we seriously propose your good office to allow the Bidder to offer the unit price of each set of Plant and Equipment.	No change is contemplated.
23.	I	167 of 172	Specialist and Other Manufacturers Warranty		There is the description in (D) “the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract”. On the other hand, in ITB40 in page 28, there is the description “the Contractor shall finalize only one amongst the qualified Specialist Manufacturer before signing of the Contract Agreement”. In case the Engineer does not give the consent to the Contractor before entering into the Sub-contract, the Contractor suffers the severe execution problem. Therefore, please do not require the consent of the Engineer.	Please, refer Sl. No. 12 of Amendment No.1.
24.	II	7 of 223	3.4.2	Definition of Section and Time for completion	In this clause, the Taking Over Certificate seems to be issued only for the respective Section, but not for respective P&E. On the other hand, PC10.2 allows the Taking Over Certificate to be issued for each P&E. Since there is the discrepancy between two clauses, clause 3.4.2 shall be revised according to PC10.2.	The Clause is self-explanatory. This clause is in line with PC 10.2.

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25.	II	15 of 223	12	Approval of Drawings by the Employer	As per GC5.2, the drawings shall be approved by the Engineer, but not by the Employer. Since there is the discrepancy between two clauses, clause 12 shall be revised according to GC5.2.	Please, refer Sl. No. 22 of Amendment No.1.
26.	II	17 of 223	13.12	Inspection, Testing and Commissioning	We request your good office to allow the logo of Contractor on P&E.	Please, refer Sl. No. 23 of Amendment No.1.
27.	II	18	14.3.4	Receipt of the P&E at site	There is the description “for a period of seven days during which the machine shall work for minimum 20-50 hours”. Please replace “minimum” to “maximum”, otherwise, the Contractor can not estimate the appropriate cost.	Please, refer Sl. No. 24 of Amendment No.1.
28.	II	18 of 223	15	Inspecting Officials – Power rejection of	As per our understanding, this kind of power shall be given to the Engineer, not Employer.	Please, refer Sl. No. 25 of Amendment No.1.
29.	II	18 of 223	15.e)	Inspecting Officials – Power rejection of	As the nature of the cost, the travel expenses, boarding and lodging incurred by the inspecting officials of the Employer/Engineer shall be borne by the Employer.	No change is contemplated.
30.	II	22 of 223	18.2	Training	We request your good office to define Maximum Training Period to replace Minimum Training Period.	Please, refer Sl. No. 26 of Amendment No.1.
31.	II	22 of 223	18.2.1	Training	As the nature of the cost, the travel, boarding, lodging expenses and other facilities at the premises shall be borne by the Employer.	No change is contemplated.
32.	II	23 of 223	18.3 a)	Training	The word “full satisfaction” is ambiguous. Therefore, the trainer-man days shall be defined before the bid submission either by the Bidder or the Employer.	Please refer Sl. No. 52 of Amendment No.1.
33.	II	23 of 223	18.3 a)	Training	As the nature of the cost, the cost of in-house boarding and lodging at manufacturers place shall be borne by the	No change is contemplated.



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					Employer.	
34.	II	23 of 223	18.4	Training	What does 'in 4-5 spells of service' mean?	The clause is self-explanatory.
35.	II	23 of 223	18.6	Training	As the nature of the cost, the expenditure to be incurred for boarding and lodging shall be borne by the Employer.	No change is contemplated.
36.	II	34 of 223	7.2.(2)	Manufacturing Inspection and test provisions	In order to avoid the impact to the inspection and test schedule, the nomination of independent inspection agency by the Employer shall be made at least 4 weeks before the inspection. Please kindly revise the wording of this clause accordingly.	No change is contemplated.
37.	II	34 of 223	8.2.(2)	Design Review Procedure	We assume that it is not practical to discuss Design issue of various P&E in Monthly meeting. Please, therefore, consider having the design meeting for each Special Manufacturer/Other Manufacturer in separate occasions.	No change is contemplated.
38.	II	35 of 223	10.3	Quality Audits	In case the Engineer shall require quality audits on the Contractor and his Specialist/Other Manufacturer, the notice shall be given at least 2 weeks prior. Please kindly revise the wording accordingly.	No change is contemplated.
39.	I	7 of 172	ITB 15  ITB 17.1	Currencies of Bid and Payment  Documents establishing the Qualifications of the Bidders	The Bidder is allowed to nominate two Specialist Manufacturers for Group A items and two or more Other Manufacturers for Group B items at the maximum.  For example: the Bidder may nominate two Specialist Manufacturers for item A. For easier explanation, one is called SM-X and another SM-Y. SM-X is U.S. basis and their price proposal is based on U.S. Dollar. SM-Y is Europe basis and their price proposal is based on Euro.	No change is contemplated.

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					<p>In case the price is evaluated at the currency exchange rate on base date, SM-X's price is competitive and therefore the Bidder submit its bid based on the price proposal for item A of SM-X in U.S. Dollar.</p> <p>The Bidder gets L-1 position in price opening. After that, SM-Y gives very attractive offer which is lower than SM-X's price. The Bidder wants to sub-contract such item to SM-Y because of price competitiveness.</p> <p>In that case, the Bidder may suffer unnecessary currency exchange risk.</p> <p>In order to avoid such case, please kindly allow the Bidder to change the currency at the exchange rate of the base date before the Contract signing. This will not have any negative impact to DFCCIL.</p> <p>Your kind consideration to the above would be highly appreciated.</p>	
40.	I	132 of 172	3.(c) of Schedule-4	Payment Schedule	<p>We understand the Clause 4.(3).c is applicable to Group B, not to Group A.</p> <p>Please kindly confirm the above.</p>	The clause is self-explanatory.
41.	II	8 of 223	4.2 and 4.3	Codes, Standards and Specification	<p>Previous Company A's machines supplied and approved for use on Indian Railway and DMRC / BMRCL used internal safety related design processes to provide systems that are generally fail safe. As we are a machine operator ourselves, safety is paramount for our internal requirement and US Laws. Although Company A's is</p>	Please, refer Sl. No. 16 of Amendment No.1.

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					<p>making efforts to incorporate these specific safety standards into our processes; documentation to demonstrate compliance with IEC 61508 is not currently available. Considerable cost and project delay are associated with this requirement and we would humbly request DFCCIL to remove this requirement at this time.</p> <p>Previous Company A's machines supplied and approved for use on Indian Railway and DMRC / BMRCL used internal reliability related design processes to provide systems that are generally robust. As we are a machine operator ourselves, reliability is paramount for our internal requirement and machine uptime.</p> <p>Although Company A's is making efforts to incorporate these specific reliability standards into our processes; documentation to demonstrate compliance with IEC 61709 is not currently available. Considerable cost and project delay are associated with this requirement and we would humbly request DFCCIL to remove this requirement at this time.</p>	
42.	II	8 of 223	4.4	Codes, Standards and Specification	Company A's machines supplied and approved for use on Indian Railway were fabricated per American Welding Society (AWS) D1.1. Please also note that under Clause 2.1 Volume III, linked to RGM "The welding standard followed for manufacturing of machine should be to ISO:3834, EN:15085 or any other equivalent standard."	Please, refer Sl. No. 16 of Amendment No.1.

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					For the United States, the equivalent benchmark would be as per American Welding Society (AWS) D1.1 and machine would be manufactured according to the same.	
43.	II	8 of 223	4.5	Codes, Standards and Specification	<p>Company A's machines supplied and approved for use on Indian Railway followed Steel Structure Painting Council Surface Preparation Specifications.</p> <p>We would humbly request DFCCIL to accept this process as an acceptable alternative.</p>	Please, refer SI. No. 16 of Amendment No.1.
44.	II	8 of 223	4.6	Codes, Standards and Specification	<p>Clarification Sought: Please clarify what must be included in the ITP regarding this particular specification? For a rail grinding machine - what kind of test checks are anticipated by DFCCIL against this clause.</p>	The Contractor shall be submitting the list of sub-assemblies for which Ingress Protection is prescribed by the Specialist Manufacturer and shall be submitting the recent test report on the design offered during design approval stage.
45.	II	10 of 223	4.10	Codes, Standards and Specification	<p>In Company A's' considered opinion, compliance to the EN45545 suite of standards does not seem particularly relevant or valuable to apply to an infrastructure maintenance machine with no passenger compartments, predominantly steel interior/exterior construction, and machine intended to run on dedicated freight corridor.</p> <p>Company A's has designed machines to be compliant with EN45545-2 HL1 in the past, however, this typically leads to substantial cost and lead-time implications. We would request for removal of the same at this stage.</p>	Please, refer SI. No. 17 of Amendment No.1.

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46.	II	10/223	5.1	Reliability, Availability, Maintainability and Safety (RAMS)	Company A's makes the parameters of reliability, availability, maintainability and safety as defined by Appendix No. 1 an integrated part of the project process; however, documentation to demonstrate compliance to EN 50126/IEC 62278 is not available at this time.	Please, refer Sl. No. 18 of Amendment No.1.
47.	II	10/223	5.4(g)i	Reliability, Availability, Maintainability and Safety (RAMS)	Please clarify what is intended by this specification. In particular, what is intended by applicable color coding requirements? We already have a formal colour coding requirement for all our assemblies and would prefer not to change the same for one machine, at considerable cost and time.	Please, refer Sl. No. 19 of Amendment No.1.
48.	II	11/223	6.0	Quality Assurance Program	Regarding Appendix 2 Clause 8. Mutually beneficial design review and design freeze process must be discussed and agreed upon between Company A's and Engineer (Nippon Koei Consortium).  Current specification appears to hinder the ability to design and simultaneously build the plant & equipment. Delay on account of issue of certificates from Engineer should be kept outside "agreed delivery timelines".	Please, refer clause 11.7 of Section 8 Volume II. .
49.	II	11/223	7.0	Environment and Climatic Conditions	Clarification Sought: Attachment No. 14 could not be located, please instruct on where this can be located in the document set.	Please, refer Sl. No. 20 of Amendment No.1.
50.	II	13/223	11.4	Design and Drawings	It is our understanding that the Lead Japanese Bidder would be responsible for	Please, refer Sl. No. 21 of Amendment No.1.

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					creating these drawings. We typically provide drawings in a standard format (pdf, dwf, etc.) that doesn't require CAD software and training of the Engineer.	
51.	II	17/223	13.12	Inspection, Testing and Commissioning	<p>The complete machine on both sides would be displayed with prominent DFCCIL Logo's.</p> <p>Please note that it is not customary for Company A's to emboss major assembly/sub-assembly items. Infact, it is not desirable to emboss parts in this manner as they are already tested and cleared for use on the machine and any additional embossing can only be an added concern with equipment performance. Request DFCCIL to kindly review the embossing of sub-assemblies requirement.</p>	Please, refer Sl. No. 23 of Amendment No.1.
52.	II	98-99/223	3.53 and 5.2	Working Mechanism of Rail Grinding Machine Colling System of Rail Grinding Machine	Same clause has been repeated two times. Please clarify is some other point has been omitted.	Please, refer Sl. No. 27 of Amendment No.1.
53.	II	99/223	4.3, 4.5 and 4.7	Diesel Engine/Electric Generator of Rail Grinding Machine	Same clause has been repeated three times. Please clarify is some other point has been omitted.	Please, refer Sl. No. 28 of Amendment No.1.
54.	II	99/223	4.4 and 4.6	Diesel Engine/Electric Generator of Rail Grinding Machine	Same clause has been repeated two times. Please clarify is some other point has been omitted.	Please, refer Sl. No. 28 of Amendment No.1.

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55.	III	14	5.1 of Part 3 - Specification No. 7 Rain Grinding Machine	Drive Mechanism	We would request you to add electric traction in line with latest RDSO approvals of 72 Stone RGM specification.	Please, refer Sl. No. 28 of Amendment No.1.
56.	II	General		General	Clarification Sought: In case of conflict/uncertainty between Section 9.2 and Specification 7, which would be considered more relevant for final plant & equipment manufacture?	Please, refer Sl. No. 30 of Amendment No.1.
57.	II	57 of 223	2.9	Dimensional and Operating Requirements	The required hauling capacity is 90 gross ton. The simulation studies shall indicate the maximum speed with 80 tons can be hauled. Please clarify what the hauling load should be?	Please, refer Sl. No. 31 of Amendment No.1.
58.	II	58 of 223	3.10	Diesel Engine	The current standard for Track Maintenance Machines for the Indian Railways is Stage 2. Can it be assumed that Stage 2 is the minimum standard for all requested Track and OHE Maintenance machines?	The clause is self-explanatory.
59.	II	62 of 223	11	Cabins	The current computer control and monitoring standard for all newly tendered track machines is: The machine should be equipped with a centralized computer based control and monitoring system which shall monitor the health of machine working system such as engine (lube oil pressure, temperature, rpm etc.), hydraulics (hydraulic pressure in different units, temperature, oil level in tank etc), pneumatic (pressure of different units), electrical (charging/discharging rate, voltage etc.). All these data should be displayed on a monitor installed in working cabin. Arrangement for providing 3G/4G internet connection for sending data in soft	Please, refer clause 3.9 and 3.11 of Section 9.1 at page 58.

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					format directly from the computer should also be available. This standard is also mentioned in the detailed specification for e.g. the ballast regulator. Can it be assumed that the current Indian Railways standard regarding control and monitoring systems is the applicable standard for all requested Track Maintenance machines?	
60.	II	73 of 223	17 e.f.g.	Site Acceptance Test	It is required (sub clause e) that the machine fulfills all specified maximum performance as specified in clause 14 to accomplish the site acceptance test. In sub clause f and g the performance requirement is increased drastically. Can it be assumed that the performance as mentioned in clause 14 is applicable for the Site Acceptance Test?	Please refer SI no-32 of Amendment no-1
61.	II	107 of 223	1.6	General	Please clarify if the additional payload of 5 tons are the operators with tools or something different. If it is something different please specify the required space in m <sup>2</sup> .	Yes, the additional payload of 5 tons are towards operator, staff accompanying, tools and consumable not part of the supply.
62.	II	109 of 223	3.12	Requirements for strength of recording car body	The UIC 566 is valid for coaches only, but the measuring cars are classified as on-track-machines. Can it be assumed that the EN14033 which is the reflecting standard for on track machines should be fulfilled?	Please, refer SI. No. 35 of Amendment No.1.
63.	II	111 of 223	3.17.b	Doors	Please clarify what size of objects should be loaded into the machine. This refers also to clause 1.6. If the size of the objects fit through the regular doors no additional doors are needed.	Please, refer SI. No. 33 of Amendment No.1.
64.	II	118 of 223	5.9		Please confirm that the chassis and frame shall be designed and constructed do the latest Indian Railways standard: The chassis shall be of standard welded steel sections and of steel sheets so as to	Please, refer SI. No. 39 of Amendment No.1.



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					permit transportation of the machine in train formation without endangering safety of the train. The under frame shall be constructed with rolled steel section and/or plates and shall be designed to withstand a maximum static squeeze test load of 102 t i.e. 51 t at each buffing point without any permanent distortion. The under frame shall be sufficiently robust for safe travel of the machine in train formation.	
65.	II	124 of 223	2.2	Special layout features	An observation post for the catenary wire does not work for speeds above 50 km/h. At speeds up to 110 km/h a person is not able to detect or see anything relevant. Therefore, we recommend the installation of a catenary wire view video system which allows an inspection of the catenary wire in real time.	The proposed system is already there in Employer's Requirement as per clause 2 of Section 9.3.2 (page 134/223). The observation post is an additional requirement.
66.				General Track vehicle homologation	We should receive, in a detailed manner, the criteria and methodology of homologation that should be fulfilled for: <ul style="list-style-type: none"> <li>• Speed certificates</li> <li>• Riding and oscillation tests</li> </ul>	In this regard, Clause no. 25 of Section 8 is self-explanatory. Any issue in this regard shall be finalized during design review. Also, Refer Sl. No.43 of Amendment No 1
67.				General Emission regulation	Which standard of emission regulation should all vehicles respect?	Please refer to the response to the Q. No. 58 above
68.				General Rail-road trucks	Can we propose a maximum speed on rail of 40kph instead of 50kph?	No
69.	II	107 of 223	9.3	Self-driven recording and measurements cars	As long as the required performances of the vehicle are respected, is it compulsory to respect the configuration described in the specs (e.g.: 2 engines, 2 cabs, interior panels in glass fiber, etc.)?	Yes
70.	II	158 of 223	9.4.2	Tower wagon 8-wheeler	Where will be laid the poles to be lifted by the crane? <ul style="list-style-type: none"> <li>• underground</li> <li>• on another wagon</li> </ul>	Refer 9(d) of Section 9.4.2 page 161/223) with Sl. No. 34 of Amendment No.1

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					Please confirm.	
71.	II	158 of 223	9.4.2	Tower wagon 8-wheeler	What will be the nature of the soil that will be augered by the crane (soft, hard, etc.)?	The requirement of augering is for erection of emergency mast on the formation prepared for railway track. Refer Clause 2.4 of Attachment No. 4 regarding earthwork design. Any issue in this regard shall be decided during design approval stage.
72.	II	158 of 223	9.4.2	Tower wagon 8-wheeler	What will be the mechanical tension that should be respected for the wire unrolling?	This will be required during design approval stage. The tension required shall not be for mounting of contact wire under tension but for normal replacement.
73.	II	159 of 223	9.4.2	Tower wagon 8-wheeler	Is it allowed to quote for an unrolling mast?	Refer Schedule 2: Preamble to Price Schedule and Clause 5.6 (a), Section 2 at Page No. 52/172 which are self-explanatory
74.	II	159 of 223	9.4.2	Tower wagon 8-wheeler	What will be the nature of the soil that will be augered by the crane (soft, hard, etc.)?	Refer query at sl. No. 71
75.	II	163 of 223	9.4.3	Bridge Inspection Vehicles	About point 4.2, we understand that the dimension requirements are minimums. Thus, is it possible to quote for a system with better features?	Please, refer Sl. No. 36 of Amendment No. 1
76.	II	172 of 223	9.5.1	Rail-cum Road Multi-Utility Vehicles with MMU equipment	About point 6, we understand that the values given in e. can be exceeded. Please confirm.	Please, refer Sl. No. 37 of Amendment No. 1
77.	II	204 of 223	5		The document that is referred to cannot be found. Please provide a copy.	Please, refer Sl. No. 20 of Amendment No. 1
78.	II	204 of 223	6		Does this mean Company B have to provide the power supply and/or Solar Panels? This is not something we do very frequently and is not our core business activity.	Please, refer Sl. No. 41 of Amendment No. 1
79.	II	205 of 223	8		Company B cannot provide the communication network from monitoring site to OCC. Please confirm that this is not part of our scope of supply.	Please, refer Sl. No. 38 of Amendment No. 1

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80.	II	205 of 223	15		Does this mean we have to supply an outdoor cabinet for our computer systems?	Provisions of clause 15 are self-explanatory
81.	II	205 of 223	16		Company B can provide our PHOENIX CMS Central Monitoring System specially designed for this purpose. But has a standardized format already been provided? Can we supply our PHOENIX CMS as part of our bid proposal?	Any internationally proven software meeting the Employer's requirement will be acceptable.
82.	II	206 of 223	19		Company B's solution does not store 20000 trains at the trackside. Instead this volume of data is stored on our PHOENIX CMS at the OCC in a secure industry proven database. We do not recommend that this level of data is stored at the trackside for security reasons, and as this would mean more cost to the customer to supply such a system.	This requirement is already specified in the draft RDSO specification no. RDSO-SPN-RE-HAHW-2012. No change is contemplated.
83.	II	206 of 223	21.1		Which RFID standard is used? Must we interface a train number system to show operational train number?	Please, refer Sl. No. 42 of Amendment No. 1
84.	II	206 of 223	21.1		Does this mean we have to suppress alarms in case there was an alarm marked as false alarm in the last 30 days before the new alarm? We will need to clarify how visual inspections are taken. Sometimes our systems are more accurate than the eye!	Alarm setting shall be finalized during design approval/field acceptance test stage.
85.	II	207 of 223			Do we need to install barbwire fencing and the hut? This is not our usual course of business.	This is part of the Scope of Work
86.	II	213 of 223	11		Who defines the format of the printout?	This shall be defined during design review stage
87.	I	114 of 172	14.9	Payment Retention Money of	For the avoidance of doubt, please kindly reconfirm that the outstanding balance of retention money for a section shall be paid after the expiry date of the Defect Notification period of <u>each unit</u> of P&E.	The Clause is self-explanatory and no change is contemplated. However, for the purpose of para 3 of GC 14.9, Sl. No. 13 of Amendment No. 1 shall be referred.

No.	Vol. No.	Page No.	Clause No.	Title	Questions/Requirement	DFCCIL Clarifications
88.	I	114 of 172	15.2.(b)	Termination by Employer	<p>In our view, the Contractor's liability to the Employer upon termination pursuant to Sub-Clause 15.2 should in any case be limited to:</p> <ol style="list-style-type: none"> <li>1) Forfeiture of Performance Security;</li> <li>2) Forfeiture of Retention Money; and</li> <li>3) Outstanding Delay Damage</li> </ol> <p>We respectfully request that Clause 15 be amended to clearly reflect above.</p>	No change is contemplated.