

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. 322-333)

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 (Remarks in Italics are for internal clarification purpose and would not be uploaded for Prospective bidder's consumption)
322	I	43 of 172	Section 2/ Clause 3.2 (e) (iii) (8) & Section 2/ Clause 3.2 (e) (iii) (9)	Specific Experience in Manufacture & Supply of Key Machines for OHE Recording Car & Manufacture & Supply of minimum 03 nos. of self-propelled Track cum OHE Measurement and Recording Car to any Electrified Section of any Railway during last five (5) years (Calendar/Financial) (For 4.8, 4.9 & 4.10 of Schedule 3 of Section 6) Manufacture & Supply of minimum 03 nos. of self-	We understand that for supplying OHE Recording Car (P&E no. 9), Specialist Manufacturer has to meet either of the PQ criteria as mentioned in Section 2/ Clause 3.2 '(e) (iii) (8) or Section 2/ Clause 3.2 '(e) (iii) (9). Kindly confirm.	Please refer s.no.(1) of the Addendum no-9

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				propelled OHE Monitoring and Recording Car to any Electrified Section of any Railway during last five (5) years (Calendar/Financial) (For 4.9 of Schedule 3 of Section 6)		
323	I	43 of 172	Section 2/ Clause 3.2 (e) (iii) (8)	Specific Experience in Manufacture & Supply of Key Machines for Inspection Vehicle Manufacture & Supply of minimum 03 nos. of self-propelled Track cum OHE Measurement and Recording Car to any Electrified Section of any Railway during last five (5) years (Calendar/Financial) (For 4.8, 4.9 & 4.10 of Schedule 3 of Section 6)	This is an Inspection vehicle which does not involve supply & integration of sophisticated instruments. This equipment can be manufactured & supplied by reputed indigenous manufacturer as per the technical requirements of tender. The current PQ criteria do not allow the vehicle manufacturer to qualify independently. Hence we recommend to modify the criteria for Inspection vehicle as follow: 3.2 '(e) (iii) (8). (a).Manufacture & Supply of minimum 01 nos. of self-propelled/rail bound self-propelled 4/8-wheeler tower wagon or AC/DC/AC-DC EMUs/MEMUs/DEMUs or locomotive (diesel/electric), or	No Change is envisaged.

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					self-propelled rail mounted cranes vehicle for any Railway during last five (5) years (Calendar/Financial)) (For 4.10 of Schedule 3 of Section 6)	
324	I	99 of 172	Section 5/ Part II/ PART A/ ATB 14.2	Recovery of Advance payment The advance payment will be released on submission of unconditional Bank Guarantee for an amount equivalent to the component of the advance payment requested by the Contractor. Such Bank Guarantees can be split-up in to six guarantees to be released on repayment. Such Bank Guarantee shall remain effective until the advance payment has been repaid pursuant to provision of Sub clause 14.2 of the General Conditions of Contract, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued in accordance with this clause.14.3	Tender conditions do not provide clarity on the modality for recovery of advance payment from the interim payment. Hence, we request you to specify the modality of advance payment recovery to be followed for this project.	Please refer S. no-2 of Addendum no-9.

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325	II	15 of 223	'Section 8/ Clause 13.2 '(a), (b) & (c)	<p>Proto type Test Prototype test of the P&E or its major sub-assembly shall not be required</p> <p>a) If a design is already working over Indian Railway with a prototype test done during the last three years. b) If a design is already working over Indian Railway for the last three years subject to submittal of documentary evidence to support the claim and speed certificates (if applicable); and c) If a design exist and in use over any world railways and the prototype test certificate not more than three years old is available and submitted.</p>	<p>Most of the required P&E are standard products and have already been supplied to Indian/World 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 a design is already working over Indian Railway with a prototype test done during the last ten years.</p> <p>b) If a design is already working over Indian Railway for the last ten years subject to</p>	Please refer s. no-14 of Addendum no-9.

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					<p>submittal of documentary evidence to support the claim and speed certificates (if applicable); and</p> <p>c) If a design exist and in use over any world railways and the prototype test certificate not more than ten years old is available and submitted.</p>	
326	II	168 of 223	'Section 9.5/ Clause 2 Section 8/ Clause 25.1.a & 25.2.a	<p>Rail-cum-Road Maintenance Vehicle</p> <p>Provisional Speed Certificate from RDSO</p> <p>All vehicles shall be fit to work on the road as per vehicle manufacturer specification and on rail at a minimum speed of 50 Kmph in both the direction. A rear-view camera shall be provided to assist the operator for safe working in the reverse direction.</p> <p>Whenever a new Rolling Stock is introduced in Indian Railways, a Provisional Speed Certificate is issued by RDSO based on certain design parameters of the</p>	<p>Since, RRV is required to run at minimum speed of 50 Kmph on rail. We understand that Oscillation test shall not be required to be conducted for P&E 14, 15 & 16(Section 9.5; Rail-cum-road-Maintenance Vehicle).</p> <p>Kindly confirm</p>	<p>Regarding Oscillation Test for working over DFCCIL network, please refer Section-8 Sub Clause 25.2.(a) for Oscillation Trial.</p> <p>Regarding Rail cum Road vehicle [Ref-Section 9.5], please refer Sl. No-3 of Addendum no-9.</p>

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				<p>vehicle which is generally 65 Kmph.</p> <p>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 and or Accessor to be engaged by the contractor at his cost. The oscillation test shall be done at 110% of the maximum permissible speed. In case, the design of the one or more vehicle is similar confirming to the parameters which determine the dynamic behavior vide 25.1, the Oscillation test shall be limited to one such vehicle only.</p>		
327	II	154 of 223	Section 9.4.1/ Clause .2. 7.m	<p>Single Pass Ultrasonic Rail Flaw Detector – Quantity 1 (one) number/RBMV for Civil Engineering Works with MMU Equipment</p> <p>The equipment shall be sperry or Nordco or Vossloh</p>	<p>As per our understanding Tower Car 1 & Tower Car 2 (first & last car respectively) & Platform Carrier Car -1 & Platform Carrier Car -2 (second & fourth car respectively) of the wiring train as mentioned in Specification</p>	<p>The Context / Reference and Query are mutually inconsistent.</p> <p>SI no-15 of addendum no-9 may be referred.</p>

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				<p>Make. The design/model offered shall be proven & minimum 10 (fifty no.) in service with the documentary evidences submitted of numbers in services.</p>	<p>12, Cl. 5.1 of Vol III shall be assisted by P&E covered under 9.4.2 & 9.6.</p> <p>Hence, we consider that no such cars as mentioned above (Tower Car1, Tower Car2, Platform Car 1 & Platform Car 2) sre required under the item no. 9.9 and only the Un-Rolling/Re-Rolling car positioned in the middle is required under this item No. 9.9.</p> <p>Please confirm our understanding is correct.</p>	
328	II	218 of 223	Section 9.9/ Clause 1.1.(e)	<p>OHE Rehabilitation & Renewal Equipment</p> <p>The 8-wheeler tower wagon covered in the Section 9.4.2 and MEWP covered in Section 9.6 are proposed to be used to assist in other related work of dropping, work at cantilever etc. The Bidder shall ensure compatibility of these maintenance vehicle for this purpose.</p>	<p>As per our understanding Tower Car 1 & Tower Car 2 (first & last car respectively) & Platform Carrier Car-1 & Platform Carrier Car -2 (second & fourth car respectively) of the wiring train as mentioned in Specification 12, Cl. 5.1 of Vol. III shall be assisted by P&E covered under 9.4.2 & 9.6.</p> <p>Hence, we consider that no such cars as mentioned above</p>	<p>Only the Un-rolling/Re-rolling car is required to be supplied. However, the Contractor shall ensure the suitability of the 8-wheeler tower wagon supplied under section 9.4.2 for the defined purpose during the Field Acceptance test of the P&E in accordance with sub-clause 1.1(e) of Section 9.9.</p>

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					<p>(Tower Car1, Tower Car2, Platform Car 1 & Platform Car 2) are required under the item no. 9.9 and only the Un-Rolling/Re-Rolling car positioned in the middle is required under this item No. 9.9.</p> <p>Please confirm our understanding is correct.</p>	
329	I Addendum No.2	132 of 172 Addendum No.2 – Sl. No. 3 (Page 1 of 9)	Schedule 4 of Section 6	<p>Payment Schedule (3) (i) For Group A of P&E,.....Price of.....follows:</p> <p>a. For importedalong with as per the Contract);</p> <p>b. For indigenously manufactured in fully assembled..... the Contract;</p> <p>c. For P&E assembled.....receipt in full.</p> <p>The above Payments..... based in India and acceptable to Employer. Further, the Contractor</p>	<p>There is huge gap between payment milestone provided by the DFCC & requested by various manufacturers. This shall result in substantial negative cash flow for the contractor which is not in good interest of the project progress and it may also lead to high finance cost & therefore increased bid price.</p> <p>Hence, we request you to appropriately modify the payment milestones for Group A and Group B P&E so as to reduce the negative cash flow for contractor during the execution of the project.</p>	In this direction, please refer sl. No-10,11,12 & 13 of Addendum no-9.

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				shall: (i) Ensure..... and Equipment are the Engineer. (ii) Ensure as the materials/ equipment..... at Site undamaged. (iii) Ensure.....brought and deterioration. (iv) Ensure storage Engineer/Employer. Further, the Contractor..... not remove the..... in the Permanent Works. d. Balance 10% (ten percent) pertaining to commissioning.....of each Section. e. For P&E other made on issuer that P&E. 3. (ii) For Group B of P&E.....of Taking Over Certificate Section.	Our recommendations are as follows: a) The payment of 10% of the contract price of the respective P&E to be made on submission of Purchase order, placed on manufacturer by The Contractor. b) The payment of 25% of the contract price of the respective P&E to be made on obtaining Design Approval. c) The payment of 60% of the contract price of the respective P&E to be made on submitting proof of Dispatch. d) Balance payment of 5% of the contract price of the respective P&E to be released on Taking over certificate The above payment terms are based on the payment schedule proposed by manufacturer.	

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330	I	44 of 172	Section 2/ Clause 3.2 '(e) (iii) (12) & (13)	<p>Specific Experience in Manufacture & Supply of Key Machines</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 the bidder can propose WILD and HAHW to be supplied under this item from two different qualified suppliers i.e.</p> <p>A Specialist Manufacture of WILD should qualifying as per Section 2/ Clause 3.2 '(e) (iii) (12) / Vol I</p> <p>&</p> <p>A Specialist Manufacture of HAHW should qualifying as per Section 2/ Clause 3.2 '(e) (iii) (13)/ Vol I</p> <p>Please Confirm our understanding is correct.</p>	<p>Yes and anyone may be assigned the responsibility of installation and other related works in accordance with Section 9.7.</p>
331	I	44 of 172	Section 2/ Clause 3.2 '(e) (iii) (12) & (13)	<p>Specific Experience in Manufacture & Supply of Key Machines</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</p>	<p>Kindly refer our Request for Clarification_WDFC_PEP6_S OJITZ_20180803_dated 03.08.2018, Sl. No. 1.</p> <p>We once again request you to kindly consider Client's certificate or Purchase order copies/Supply Order copies/Self declaration from the Specialist Manufacturer in support of the Bidder's claim of the Experience in respect of Form EXP 3.</p>	<p>Please refer sl. no-6 of Addendum no-9.</p>

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				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)	This relaxation is critically important for this P&E as no manufacturers are able to produce client certificates as proof of supply. Moreover, They are also not pursuing this opportunity seriously considering that they may not be qualified on basis of Purchase order copies/Supply Order copies/ Self validated declaration.	
332	II	88 of 223	Section 9.2/ Clause 1.1 & 2.5	<p>Mobile Rail Grinding Machine</p> <p>The RGM shall be able to effectively grind open track, switches, and rail having checkrail.</p> <p>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</p>	Please confirm if the intent of DFCCIL is to use the P&E No. 7 to grind open track only or also have the same machine grind switches, level crossings and rails having checkrails (without removal of checkrails). If the machines is required to grind switches etc. also then the machine configuration would be a around 15 - 20% costlier than the machine used for grinding open track alone due to the additional features required. Ideally the machine should be capable of grinding operations on plain track and curves, track	Please S. no-4 of Addendum no-9.

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				check rails and with a minimum of 20 modules. Each of these 20 modules should have 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	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 AFTER removing the check rails.	
333	I	22 of 172	ITB 17.1	Manufacturer or Supplier for Key machines	We understand that, a specialist manufacturer meeting the eligibility criteria can supply the equipment by taking partial support from any of its Associate Companies in India or any other company for the following activities: 1. Part Manufacturing. 2. Assembly & Integration of	Please refer S. no-5 of Addendum no-9.

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					<p>the P&E.</p> <p>However, the complete responsibility of Site acceptance Test, Warranty, Spares, Training & after sales shall lie with the entity qualifying as Specialist Manufacturer. For e.g. Plasser & Theurer, Austria as specialist manufacturer may involve Plasser, India for above activities to optimize the overall price of the P&E.</p> <p>Kindly confirm that our above understanding is correct.</p>	