

## Queries raised by prospective tenderers for Under Floor Wheel lathe

<b>A. TECHNICAL</b>					
S.No	Clause No	Description	Query by Tenderer	Answer by KMRCL	Addendum required or not required
1	1.3.1.4	Where necessary, license applications and statutory submissions in accordance with its enactment's up to the commencement of the Defects Liability Period.	Please define in detail what License Applications & Statutory submission is associated under this requirement.	All new Rail project has to be taken clearance from the Commissioner of Railway Safety. If any queries raised by Railway Authority or any other authority regarding maintenance of coaches involving the UFWL. The contractor shall submit the answer to KMRCL for getting clearance from the Authority.	Not required
2	1.4.1	The development of the design shall be carried out in conjunction with the information contained in the Drawings and shall be in accordance with the Specification set out in the Contract. The contractor shall obtain design approval from the designated Engineer In charge before starting the manufacturing of the under floor wheel lathe.	Please note that our UFWL design is fixed. There will be no change in the design of the machine construction. Hence approval of design of PW should not be associated with our commencement schedule of manufacturing of UFWL. This will only delay the entire schedule and will not be under our control.	Contractor to submit the preliminary and detail design to KMRCL for approval.	Not required
3	1.4.7	The Contractor's designs, whether for Temporary Works or Permanent Works which are subject to the approval of any Relevant Authority, shall before submission to the Relevant Authority, be first submitted to the Engineer for review without objection. The Contractor shall make all due allowances for the requirements of the Relevant Authorities' approval and consent process in the Works Programme and in the timing of	Actually it is not at all clear what are the areas involved for us to seek approval of any relevant authority. As machine builder, we will provide the Permanent Works details, Power requirement, places where power points will be required & the point we expect to discharge the chips, which falls part of permanent works. Then it becomes responsibility to KMRCL engineers to fulfill and	All new Rail project has to be taken clearance from the Commissioner of Railway Safety. If any queries raised by Railway Authority or any other authority regarding maintenance of coaches involving the UFWL. The contractor shall submit the	Not required

		the Works.	approve that design within a reasonable period. What other approval is required from relevant authority for UFWL Supplier-This needs more clarity.	answer to KMRCL for getting clearance from the Authority.	
4	1.4.9.1	All steel used by the contractor shall be established to have adequate corrosion resistance.	Cannot be demonstrated. This clause should be deleted. Else, KMRCL may suggest suitable and feasible methods of demonstration	The standard (EN, ASTM, IS or JIS etc.) of the material used by the contractor shall demonstrate the corrosion resistance property and the contractor shall produce the material test certificates.	Not required
5	2.3	Equipment shall incorporate means of adjustment in order to allow for building movement and concrete beam deflections. The maximum expected movement of any section of any building will be $\pm 25\text{mm}$ vertically, $\pm 25\text{mm}$ longitudinally and $\pm 25\text{mm}$ laterally.	It is not clear what it means by way of building movement. If the Depot is falling under Seismic Zone, as machine suppliers we can do nothing about it. If it is specifying about building settlement period after construction, then building should be constructed as per civil engineers design keeping a provision for building settlement period. The machine should be installed only after settlement period is over. The machine will have leveling adjustments for fine adjustments, but this shall be limited. Please define the expectation & situation with more clarity.	It is expected that the machine should have leveling adjustments upto 25mm of level difference.	Not required
6	2.6	The contractor shall closely study the ambient condition of Kolkata with special attention, like high temperature reaches up to 45 degree C within the covered shed, heavy dust and poor quality of water (with high salt content) and shall suitably consider for such consideration during design of the equipment.	Water quality - We will certainly require water quality certificate from competent authority. In the absence of same we as machine builder is not responsible for inevitability. It will be better to have it as part of Tender Document. This will help us to consider suitable materials for component for production to arrest deterioration of the product due to poor quality.	Relevant data for water quality shall be provided.	Required
7	3.3.4	The axle box supports shall be commanded by the CNC and shall be	The Axle Box Supports will depend on the design of Bearing Boxes. Please clarify whether Bearing	Bearing boxes are external. Rolling stock supplier should be	Not required

		integrated in the operation cycle of the UFWL. These shall be in locked position during the machining processes to keep the axle boxes steady, even in case of power failure.	Boxes are Internal or External or Both. Also clarify whether the Bearing Boxes will be of one fixed type or different types in different train sets. If possible, please provide details along with drawing. PARTIALLY COMPLIED: The axle box supports are not commanded by the CNC System. They are hydraulically actuated and are operated (up & down) by the operator and cannot be integrated in the automatic operation cycle of the UFWL. The Hydraulic Pressure of the Axle Box Supports is maintained by the hydraulic system at a pre-set pressure. These will be in locked position during the machining processes to keep the axle boxes steady, even in case of power failure. This point can be discussed in detail during our proposed meeting.	able to provide the specific details during the interface.	
8	3.3.5	Axle box hold down device shall allow increasing the pressure between the driving rollers and the wheel sets to increase the torque during the re-profiling. The CNC shall calculate the hold down force required according to the wheel set load.	PARTIALLY COMPLIED: Axle box hold down device applies 5000 kg Pressure and has fixed position (because the axle box support is fixed during operation). Pressure between the Driving Rollers and Wheel Sets can be adjusted by setting the pressure of the Driving Rollers - typically we have 2 pressures (since the axle is fixed). The CNC System doesn't calculate the hold down force. This point can be discussed in detail during our proposed meeting.	No change in the clause.	Not required
9	3.6.2.1	The railway vehicle shall be hauled inside the UFWL building by means of an Electric shunter. The operator commanding remotely from the machine pit at the machine control panel shall be	Please note that the Protocol Communication from Shunter, i.e., synchronization & software / output will have to be made available to us at least 2 months before offering the UFWL for FAT (Factory Acceptance Test or Pre-Acceptance	Noted.	Not required

		able to position the wheel set for re-profiling within a tolerance of $\pm 25$ mm.	Test)		
10	3.6.3.1	<p>Axle centring during centre-less re-profiling shall be achieved by means of the drive rollers and lateral guide rollers locating the axle in the vertical and horizontal planes. Only one train wheel setting-up operation shall be required for a particular type vehicle. Concentricity of the profile shall be provided by the vertical movements of the drive rollers mounted on the slide blocks by suitable arrangement, which shall be described in detail along with the offer. Irregularities in the wheel treads may be flats, thermal cracks, splits or out-of round areas. All these faults should be corrected in a <b>single machining pass</b> with minimum tool wear/damage. During machining, the axis of the axle shall not move, in any case whatsoever, in the track direction. The Contractor shall give full details on the method used to impede any longitudinal movement.</p>	<p>Please note that the "Irregularities in the wheel treads; flats, thermal cracks, splits or out of round areas can very well be corrected in a <b>single machining pass</b> with minimum tool wear/damage, however this constraint will be subject to the permissible range of the depth of cut, as defined in the technical specifications &amp; extent of the irregularities. In case of abnormal irregularities, machining pass cycle may be more than one.</p>	Noted	Not required
11	10	<p>All documents, operational &amp; maintenance manuals, inspection test procedure, drawings and other deliverables shall be supplied to the Engineers 1 month before the despatch of the machine.</p> <p>Any parts of the equipment that is damaged shall not be considered as delivered unless repairs or replacements have been made. Contractor's local associate shall take over all the materials on arrival of when machine at respective site and he shall take care the machine/materials till the time the machine gets installed and</p>	<p>This clause is impractical and hence not acceptable.</p> <p>Once the consignment reaches KMRCL's defined Delivery Site, it will be the responsibility of KMRCL to arrange for Safe Storage &amp; Safe Custody of the consignment until it is installed. There can be abnormal delays (on account of civil works or any other issues not related to this contract) between delivery &amp; installation, how can we our Indian Associate undertake the responsibility for taking care of the consignment which would be in KMRCL premises.</p>	No change in the clause.	Not required

		commissioned at site by the contractor in all respect.			
12	12	<p><b>At-Site</b></p> <p>After installation ..... normal operating conditions.</p> <p><b>The machine performance shall be demonstrated by the supplier after successful commissioning at the consignee's works. Thereafter, the consignee shall watch performance for a period of two month or re profiling of 20 trains, whichever is later before the final proving test certificate is issued.</b></p> <p>The following checks &amp; test to be carried at site: -</p> <p>..... machining parameters like surface finish, out of round etc.</p>	<p>This clause needs to be modified:</p> <p>Thereafter, the consignee shall watch performance for a period of two months or reprofiling of 20 trains, whichever is earlier before the final proving test certificate is issued. (If it is later, then there will be no limit for delays in issuing the PTC in case of non-availability / no requirement of reprofiling of 20 complete trains).</p>	This clause is being amended.	Required
13	13.2	<p>Prior to manufacture of equipment, the Contractor shall send the following documents:</p> <p>A detailed technical note, notably indicating the weight of components and removable parts, and including a list of all parts with the respective sub-contractor's references,</p> <p>General drawings, detailed assembly drawings, detailed drawings of mechanical parts,</p> <p>Descriptive and operating note with a</p>	<p>We can provide the Draft Documents (only general drawings can be submitted and not the detailed confidential drawings of mechanical parts / individual components) as requested under the list in this clause. Please mention for what purpose this submission is required.</p> <p>If it is for KMRCL's approval purpose, then please note that the Draft Documents can be submitted within 60 days from the date of opening of LC and the same should be approved by KMRCL</p>	<p>Detailed confidential drawings of mechanical parts are not required. But other detailed drawings are required.</p> <p>This clause is being amended accordingly</p>	Required

		<p>description of the machine cycle and the operator input screen pages,</p> <p>Detailed hydraulic diagrams with markings,</p> <p>Detailed electrical diagram and electronics for troubleshooting including cable index,</p> <p>Control scheme, circuit diagram, flow chart of software, &amp; logic diagram.</p> <p>Connection diagram with markings,</p> <p>List of basic spare parts to be kept in stock for repairs,</p> <p>Documentation, drawings, notes and references of suppliers and sub-contractors,</p> <p>Installation and commissioning procedure,</p> <p>Schedule of work and completion period.</p> <p>A life cycle cost plan of the equipment covering capital costs, operation costs and maintenance costs.</p>	with 30 days from the date of submission. It would be necessary to include this time schedule in the Key Dates of the contract to avoid any discrepancy during execution stage.		
14	17.1.3	<p><b>Mandatory spares</b></p> <p>List of 12 items</p>	Mandatory Spares - We will submit similar list suitable to our Machine Requirement. It may not be exactly the same but will cover similar items.	Noted	Not required
<b>B. COMMERCIAL</b>					
15	C 10.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.	Our Foreign Supply Offer will be on FOB / CIF / DDP basis, as desired by KMRCL. Applicable Service Tax shall be paid by us for the Services rendered in India. No other Taxes, Duties, Local Levis, LBT, etc. will be considered in our offer unless specifically defined / specified individually by KMRCL in the Tender Specifications.	Specification is being amended as per CIF basis.	Required

16	C 10.2 & 10.3	<p>The Contract Price shall be adjusted to take account of any change, increase or decrease of any taxes and duties including Custom Duties, Excise Duties, Sales Taxes, Service Tax, Additional Tax etc. enacted by law of the land in India only, affecting the cost of the goods and introduced after the date of submission of the Tender.</p> <p>In case the tenderer has not quoted the rates of taxes and duties separately and quoted the prices inclusive of taxes and duties and same has been considered for evaluation in accordance with clause no. T10.7 of ITT, KMRCL will not adjust the payment for an upward revision in the taxes and duties during the execution of the contract. However, for any downward revision, the benefit accrued shall be passed on KMRCL.</p> <p>If a tenderer quotes concessional rates of duties and taxes and subsequently rate of applicable taxes and duties revised by the Government then revision of taxes &amp; duties on concessional rates of taxes &amp; duties quoted by the firm will be adjusted on pro-rata basis.</p> <p><b>C10.3</b> In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Employer.</p>	<p>Our Foreign Supply FOB / C&amp;F Cost will not change due to change in taxes &amp; duties in India. (Since it is not taxable under the DTAA Act). Customs Duty is the responsibility of KMRCL, hence in no case will affect the contract price for us. Sales Tax / Excise Duty will also not be applicable in case of our foreign supply. Applicable Service Tax shall be paid by us for the Services rendered in India.</p>	<p>Specification is being amended as per CIF basis.</p>	<p>Required</p>
17	C 11.3	<p><b>In case of foreign contracts on DDP</b></p>	<p>Please define the nearest port of discharge.</p>	<p>Nearest port is Kolkata Port at</p>	<p>Not required</p>

		<p><b>basis: -</b></p> <p>All activities for delivery of Imported as well as Indigenous components like sea freighting, Insurance, Port clearance, Custom clearance, Inland freighting, Loading and Unloading both on the Vessel as well as consignee's sight and thereafter, its complete supply to ultimate consignee, shall be discharged by the supplier or their authorized representative.</p>		Kolkata.	
18	SCC 1.1. (iii)	<p>Balance 10% payment of the supply value along with installation, testing, commissioning charges &amp; O&amp;M documentation and training to Employer's staff charges will be made through irrevocable Letter of Credit (LC) on furnishing of following documents:</p> <p>Purchaser's Certificate indicating the successful receipt, installation, testing, commissioning, operational acceptance, training to Employer's staff and receipt of O&amp;M Manuals etc. as per Particular Specification .</p>	The Balance Payment of 10% should be released latest within 6 months from the date of delivery, in case the project is delayed.	No change in the clause.	Not required
19	SCC 2	Warranty period of the equipment along with all its sub systems shall be 24 months from the date of commissioning of the equipment. All other terms and conditions of the warranty shall be as mentioned in Schedule of Requirement or Particular Specification and in clause no. C28.0 of conditions of contract.	Warranty period of the equipment along with all its sub systems shall be 24 months from the date of commissioning of the equipment or 30 months from the date of supply, whichever is earlier.	No change in the clause.	Not required
20	1 (b) Foot Note	All expenses made in India shall be paid in Indian currency only.	Not Accepted. Being a DDP Offer from Foreign Bidder, all charges will be quoted in Foreign Currency (Euros) only. No payment will be	Specification is being amended as per CIF basis. All expenses	Required



	No. 6		applicable in Indian Rupees. No reimbursement of Customs Duties will be applicable. This point may be discussed in detail during the Pre Bid Meeting, for clarification.	made in India shall be paid in INR only.	
21	C18 & C19		SCC mentions "refer to Clause 18 of COC". While we understand that COC Clause 18 & 19 are missing. Kindly relook at the contents.	COC is being amended to include clauses C18 & C19.	Required
22	General	Referring to the content of Initial filter criteria and instructions to the tenderers of the a/m Tender, we would be grateful for receiving some clarification regarding its term and conditions. We -----a trading company which has enter into a couple of promotion and sales agreement with various ..... manufacturers of Railway equipments empowering our company to offer sell and deliver their products to overseas customers. The list of such manufacturers is inclusive of ..... the manufacturer of modern underfloor wheel lathes. In these circumstances we kindly request your confirmation that you would accept and offer submitted by a consortium of ..... companies with the former acting as a lead partner authorized to execute the contract on its behalf and account. As a foreign bidder not having office in India we have no capabilities to process of all stages of importation cycle to the destination at site in India, nor we are in a position to take payments in INR but in USD or EURO only. And hence we wish to know if an offer providing for delivery on the DDU basis according to INCOTERMS 2000 would be acceptable.		Specification is being amended as per CIF basis	Required