

**Govt. of India  
Ministry of Railways**

Global Tender No. 2009/RCF/RBL/Consultancy

**Request For Proposal For Consultancy For      Setting  
Rail Coach Factory at Rae Bareli By Indian Railways**

**Corrigendum No. 2**

<b>Sr. No.</b>	<b>Clause Ref. &amp; Action.</b>	<b>Page No.(Exiting Document)</b>	<b>Existing Description</b>	<b>corrigendum/addendum</b>
01	SNo. 02 <b>Appendix-II Financial Proposal</b> below form-2, Insert.	07	--	Form 3: Estimate of Personnel Cost
02	Clause- 1.2 & (Clause-1) of Schedule-1 & Clause-1 (Annex-1) of Schedule-2 (insert in line No.07)	09 40 73	...The consultant will be required to design Production Unit including Township...	...The consultant will be required to design Production Unit including Township, <b>based on best international practices...</b>
03	Insert Clause 1.1.12	9		<b>MoR shall provide report of the topographical survey &amp; soil testing report to the Consultant.</b>
04	2.1.3 (CI-I, R-2) & 2.2.2 (CI-I, R-2) delete (Team Leader)	12 15	Procurement Expert <b>(Team Leader)</b>	Procurement Expert
05	Clause No. 2.1.3 (Modification in <b>Legal Expert</b> )	13	... He shall be available at Delhi for the entire duration for this Consultancy Assignment and ...	... He shall be available at Delhi for <b>at least 35 working days as per the agreed program for this consultancy Assignment for consultation with MoR Officials.</b>
06	Clause No. 2.14.2 (Para-I) Insert	25	... air fare will be reimbursed at actual, subject to a ceiling of full economy class fare	... air fare will be reimbursed at actual, subject to a ceiling of <b>five return</b> full economy class fare <b>for each Key Personnel.</b>
07	2.24.2 &	31	...Such substitution shall be subject to	...Such substitution shall be subject to reduction of

	4.3 of Schdl-2 insert (after line No. 06)	67	reduction of Agreement Value by 10% for each substitution.	Agreement Value by 10% (ten percent) for each substitution. <b>Substitution arising out of death of Key Personnel shall not attract any reduction “in Agreement Value.”</b>
08	2.24.3 delete (Line No. 01)	31	...Team Leader (Procurement Expert)...	...Team Leader...
09	Clause 3.1.4 (insert in Para-(c) line-2)	33	... annual capacity of 200 coaches for a period of at least...	... annual capacity of <b>not less than</b> 200 coaches for a period of at least...
10	3.1.4 (insert in note)	34	Infrastructure Project includes highways, power plants, port and airport	Infrastructure Project <b>includes any project in construction of Workshop/ Factories including Railway/Metro units</b> , highway, power plants, port & airport.
11	Clause 2.1.1 of Schedule-I (Insert note)	41		<b>Note: The design of the foundation of the machine is not included in scope of the consultant as the same will be included in scope of work of EPC Contractor.</b>
12	Clause 2.1.3 of Schedule-I (Insert in line No. 04).	41	...specification as may be necessary during project execution.	...specification as may be necessary during project execution. <b>Availability of following key personnel:</b> <ul style="list-style-type: none"> <li>• Rolling Stock Expert</li> <li>• Mechanical Expert</li> <li>• Structural Expert</li> <li>• Civil Engineering Expert</li> </ul> <b>are required to be ensured till commissioning or 3 year from the date of LOA to successful EPC bidder, whichever is earlier.</b> <b>Availability of other key personnel to be till award of LOA.</b>
13	Clause No.5.2, Annexure-IV (Schedule-II) (Modification in Key Date &	43-45 77-79 82-83	Existing Table of Key Dates & Payment Schedule.	To be replaced with modified table of Key Dates & Payment Schedules <b>(Placed at S.No 27)</b>

	Payment Schedule Table)			
14	Cl. 5.1 of Schedule-I & Clause 5.1 of Annex-1 (Schedule-2) (insert in line No. 02)	43  77	... as per Manning schedule proposed.	... as per Manning schedule proposed. <b>The consultant having an office in NCR shall not be required to set up a separate office.</b>
15	Clause 6.1 of Schedule-I (modify) (line No. 03)	46	... have the requisite experience. Procurement expert shall be leader of the consultancy team	... have the requisite experience. The consortium shall select the leader of its Consultancy Team.
16	4.4 of Schedule-2 & Clause 1.4 (Annex-1) of Schedule-2 (Modification)	67  80	The person designated as Procurement Expert shall serve as the Team Leader of the Consultant's Personnel.	The consortium shall nominate one of the Key Personnel as Team Leader (lead member) to serve as Team Leader of the Consultant's Personnel.
17	Clause No. 7.2.2 (Modification in Line No. 03 )	70	...an amount equal to 0.1 (zero point one percent) of the <b>Agreement Value</b> per day, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed and shall be recovered from the Performance Security...	...an amount equal to 0.1 % (zero point one percent) of the <b>Activity (EPC/BOT/Procurement cum TOT) Value</b> per day, subject to a maximum of 5% (five percent) of the <b>Activity (EPC/BOT/Procurement cum TOT) Value</b> will be imposed and shall be recovered from the Performance Security...
18	7.2.3 of Schedule-2 (to be removed) (in line No. 02)	70	... in whole or in part, <b>without notice</b> to the Consultant in the event...	...in whole or in part, with a <b>notice of 15 days</b> to the Consultant in the event...
19	Clause 1.3 (Annex-1) of Schedule-2 (to be added in line No. 07)	80	...Such substitution shall be subject to reduction of Agreement Value by <b>5%(five percent)</b> for each substitution.	...Such substitution shall be subject to reduction of Agreement Value by <b>10%</b> (ten percent) for each substitution, <b>however substitution due to death any key personnel shall not attract any reduction "in Agreement Value."</b>
20	Annex-3 of Schedule-2	80, 81	Cost of Services	Entire table of Annex-3 and its note to be replaced

	(replacement)			with modified Annex of Form-2 & 3 of Appendix-II of Financial Proposal. <b>(Annexed herewith S.No.25 &amp; 26)</b>
21.	APPENDIX-I Form-4 (Third Para of note to be modified)	95	For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.	For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. <b>However, the Power of Attorney provided from countries that have signed the Hague Legalisation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.”</b>
22	APPENDIX-II Form-1 (to be modfic) in line No. 2 of Para-I	104	... valid for a period of 90 (ninety) days from the proposal Due date or such ...	... valid for a period of <b>120</b> (One Hundred Twenty) days from the proposal Due date or such ...
23	APPENDIX-II Form-2 (to be replaced with modified Form-2 & addition of Form-3)	106	Existing Form-2	To be replaced with Modified Form-2 and addition of Form-3 <b>(Annexed herewith at S.No. 25 &amp; 26)</b>
24	All communication Addresses	11, 84, 87, 93, 104	Phone: + 91-11-23695824  Fax: +91-11-23695824	Phone: + 91-11-23695864  Fax: +91-11-23695840/23695856

## APPENDIX-II

## Form-2

**Financial Proposal**

Item No.	Description	Amount (Rs.)
<b>A.</b>	<b>PERSONNEL AND LOCAL COSTS</b>	
I	Remuneration for Professional Personnel (inclusive of all personnel allowances)	
II	Remuneration of Support Personnel (inclusive of all personnel allowances)	
III	Office Rent	
IV	Office Consumables like Utilities and Communication etc.	
V	Office Furniture and Equipment (Rental)	
VI	Reports and Document Printing	
VII	Miscellaneous Expenses	
	<b>Total Cost of Personnel &amp; Local Costs:</b>	
<b>B.</b>	<b>ADDITIONAL SERVICES AFTER COMPLETION OF SERVICES</b>	
	3 man days each of:	
I	Procurement Expert	
II	Rolling Stock Expert	
	<b>Subtotal Additional Services after completion of services (B)</b>	
<b>C</b>	<b>SUBTOTAL OF A+B</b>	
<b>D</b>	<b>OVERHEAD EXPENSES AS % OF (C)</b>	
<b>E</b>	<b>TOTAL COST (C+D) (in Rs.)</b>	
<b>F</b>	<b>ADDITIONAL COSTS</b>	
I	Travel from Firm's Office to Delhi (restricted to <b>five</b> return full fare economy class air fares for each Key Personnel)	
II	<b>Taxes and Duties</b>	

	a. All taxes payable by Expatriate Personnel In India on their income	
	b. Service Tax	
	<b>Total of Additional Costs (F)</b>	
<b>G</b>	<b>TOTAL COST OF THE CONSULTANCY (E+F)</b> In Indian Rupees in Figures In Words _____	

**Note:**

1. Estimate of Costs for Item A I, A II shall be as per Form-3.
2. Miscellaneous Expenses in Item A VII shall not exceed 10% (ten percent) of the total amount in Item C.
3. Air Fare in Item F I shall not be payable to the Consultant's Key Personnel who are normally stationed in Delhi.
4. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item E shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item F shall not bereckoned for purposes of financial evaluation.
5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty percent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten percent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to MOR, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. Insurance and any other charges not shown here are considered included in the man day rate/overhead/miscellaneous expenses.
10. MOR may require the Key Personnel to visit the MOR's offices for further consultations and additional services after completion of their assignment. The cost of 3 man days of each Key Personnel is included

in the Financial Proposal, but subject to actuals. MOR may require upto 15 extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 3 days, payment shall be computed solely on the basis of relevant man day rates specified in Form-3, annexure II. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals. In case of expatriate personnel travel time to and from Delhi will be deemed to be one day and paid at the agreed man day rate.

11. All payments shall be made in Indian Rupees. Overseas remittances shall be subject to applicable taxes such as Indian withholding taxes if any.
12. For the purposes hereof “**Statement of Expenses**” means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man-days spent on the Consultancy.

26.

## APPENDIX-II

Form-3

**Estimate of Personnel Costs**

<b>ID No.</b>	<b>Position</b>	<b>Name</b>	<b>Man day Rate (Rs.)</b>	<b>Total Man Days</b>	<b>Amount (Rs.)</b>
<b>Remuneration for Personnel (including all personal allowances)</b>					
<b>Total</b>					



### Key Dates & Payment Schedule

Key Date No.	Description of deliverables	Key Date	Pay-Ment
KD1	Inception Report	14	10%
KD2	MOR's approval of Inception Report	21	
KD3	Detailed Project Report	120	15%
KD4	Detailed Estimate & BOQ	150	<b>10%</b>
KD5	Draft Bid Document for EPC Agreement	150	20%
KD6	MOR's approval of Draft Bid Document for EPC Agreement	180	
KD7	Final Bid document for EPC Agreement	5 days after MOR's approval	
KD8	Evaluation of EPC bids.	15 days after bid due date for EPC Contract	5%
KD9	LOA to successful EPC bidder.	60 days after bid due date for EPC Contract t	
KD10	*Draft Bid Document for BOT Agreements	<b>130</b>	<b>10%</b>
KD11	MOR's approval of Draft Bid Document for BOT Agreement	<b>160</b>	
KD12	Final Bid document for BOT Agreement	5 days after MOR's approval	
KD13	Evaluation of BOT bids.	15 days after the due date for receiving bids for BOT Agreement	5%
KD14	LOA to successful BOT bidder	60 days after bid due date for receiving BOT bids	
KD15	Draft Bid Document for Procurement-cum-ToT Agreement	<b>130</b>	<b>10%</b>
KD16	MOR's approval of Draft Bid Document for Procurement-cum-ToT Agreement	<b>160</b>	

KD17	Final Bid document for Procurement-cum-ToT Agreement	5 Days after MOR's approval	
KD18	Evaluation of bids for Procurement-cum-ToT Agreement.	15 days after Bid due date for Procurement-cum-ToT Contract	5%
KD19	LOA to successful Technology Provider	60 days after bid due date for receiving procurement-cum-ToT contract bid.	
KD20	Commissioning of Factory	Date of commissioning or 3 years from the date of LOA to successful EPC bidder, whichever is earlier.	10%
<b>Total</b>			<b>100%</b>