

Tender No: 003/KRDCL/Tender(4)/2018

Date: 23.02.2018

KERALA RAIL DEVELOPMENT CORPORATION LIMITED

Corrigendum-1

to

Expression of Interest for General Consultancy Services

FOR RAIL DEVELOPMENT PROJECTS of KRDCL

KERALA RAIL DEVELOPMENT CORPORATION LIMITED**Tender No: 003/KRDCL/Tender(4)/2018**

Corrigendum-1 to EOI for GENERAL CONSULTANCY FOR RAIL DEVELOPMENT PROJECTS OF KRDCL

SUMMARY

The following table gives a summary of the changes. For complete changes please refer the details in the subsequent pages.

Corrigendum#	EOI Reference Clause	EOI Page No.	Summary of Changes
Corrigendum 1.1	TOC	2	Corrected the Clause numbering
Corrigendum 1.2	2.1	5	Revised last date of submission and date of opening
Corrigendum 1.3	4.1.2 (b) & (c)	10 & 11	Change in MoU requirements. No need to give shareholding pattern at EOI stage
Corrigendum 1.4	4.1.2 (g)	11	Addition of members in JV/Partnership/Consortium now allowed subject to certain conditions
Corrigendum 1.5	6.1.1	17	Revised schedule
Corrigendum 1.6	6.3.2 (1)	20	Financial criteria now applicable separately to Lead Member and non-lead substantial members
Corrigendum 1.7	6.3.2 (3)	20	Revision in equivalent financial year for foreign applicants and other changes
Corrigendum 1.8	6.3.3 (3)	21	Applicable projects explicitly spelled out. Term limit defined for projects claimed.
Corrigendum 1.9	8.3	28 & 29	Declaration of Undertaking allowed on members' letterheads
Corrigendum 1.10	8.4	30	Revision of FY for foreign applicants and deletion of combined turnover sub-clause
Corrigendum 1.11	8.5	31	Term limit for projects defined
Corrigendum 1.12	10 Criteria No. 1.2	45	Correction in sub-criteria to match total marks and revision in requirements in keeping with market rates

CORRIGENDUM 1.1

Table of Contents Section 2 is to be read as:

<u>2</u>	<u>INTRODUCTION</u>	5
<u>2.1</u>	<u>Brief</u>	5
<u>2.1.1</u>	<u>Contact Details</u>	5
<u>2.2</u>	<u>Back Ground</u>	6
<u>2.3</u>	<u>Selection Process</u>	7

CORRIGENDUM 1.2

Clause 2.1 is to be read as:

Name of the Project	General Consultancy Services for Rail Development Projects of KRDCL
Owner of the Project	Kerala Rail Development Corporation Limited (KRDCL), "The Retreat", TC-26/954, PMG-Pattom Road, Pattom Palace PO, Thiruvananthapuram Kerala - 695 004 krdclgok@gmail.com
Project Execution Agency	KRDCL
Project Area	State of Kerala and part of neighbouring states with base at Trivandrum
Project Funding Agency	Government of India and Government of Kerala
Approximate Cost	₹30 crore
Project Tenure	3 years
Last Date of Submission of EOI	15 th March 2018 at 15.00 hrs
Date of Opening	19 th March 2018 at 15.00 hrs
Processing Fee/Tender Document Fee (non-refundable)	₹40,000.00 + 18%(GST) = ₹47,200.00

CORRIGENDUM 1.3

Clause 4.1.2 (b) and (c) are to be read as:

- (b) A Memorandum of Understanding needs to be submitted in case of applications as a Partnership/JV/Consortium. In the MoU, the Lead Member should be clearly identified and others members should be named. The MoU should explicitly state that:
- The Lead Member shall have a majority share in the Partnership/JV/Consortium with reference to the price to be quoted at the RFP stage.
 - No member shall have less than 10% share in the Partnership/JV/Consortium with reference to the price to be quoted at the RFP stage.
- (c) The number of substantial Partnership/JV/Consortium partners shall not be more than 4 (partners having less than 10% in share, calculated as above, will be termed as non-substantial member and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of the application).

CORRIGENDUM 1.4

Clause 4.1.2 (g) is to be read as:

- (g) During RFP stage, members may be added (not deleted) to the Partnership/JV/Consortium, if shortlisted, provided,
- Lead member does not change and continues to have a majority share;
 - None of the members' share goes below 10%;
 - Total number of members in the consortium do not go above 4;
 - The new members qualify the financial criteria as per Clause 6.3.2;
 - The new members should be eligible to participate as per conditions of this EOI; and
 - The new members agree and submit undertakings as required by KRDCL to meet the requirements of this EOI.

CORRIGENDUM 1.5

Clause 6.1.1 is to be read as:

6.1.1 Schedule

Publishing EOI Document	1 st February 2018
Last date for submission of 1 st batch of Queries	15 th February 2018
Pre EOI conference & response to Queries	17 th February 2018
Last Date of submission of final queries	3 rd March 2018
Last Date for EOI document download	14 th March 2018
Last Date & Time of Submission of EOI	15 th March 2018 at 15.00 hrs (IST)
Date of Opening of EOI	19 th March 2018 at 15.00 hrs (IST)

CORRIGENDUM 1.6

Clause 6.3.2 (1) is to be read as:

1. The sole Applicant or the Lead Member in case of a JV/Partnership/Consortium must have a minimum average annual turnover of at least ₹10 crore (₹100 million) during the last 3 financial years excluding the current financial year. Additionally, in case of JV/Partnership/Consortium, each non-lead substantial member must have a minimum average annual turnover of at least ₹2.5 crore (₹25 million) during the last 3 financial years excluding the current financial year.

CORRIGENDUM 1.7

Clause 6.3.2 (3) is to be read as:

3. For foreign Applicants a different financial year, as per their norms, is admissible.
In such cases FY2014 will be equivalent to FY2014-15 and so on.

CORRIGENDUM 1.8

Clause 6.3.3 (3) is to be read as:

3. The Applicants need to submit a Reference Project Sheet as per Section 7 as claim of experience against each criteria. Projects not claimed as per the Reference Project Sheet shall not be counted. Also the projects shall only be evaluated against a criterion if claimed against that criterion. For the sake of clarity, projects that the Applicants feel fulfill multiple criteria need to be claimed separately against all those criteria. The Applicants can claim multiple projects against any criterion. KRDCL shall take all eligible projects into cognisance, however, the projects should reasonably prove the ability of the Applicant to undertake the work as per this EOI. Only the projects that have been substantially completed within the last 10 years ending on the last date of submission of this EOI shall be counted.

CORRIGENDUM 1.9

Clause 8.3 is to be read as:

[On the Letter head of the Applicant (in case of single company) or Lead Member or separately for each member (in case of a Partnership/JV//Consortium)]

[Location & Date]

The Managing Director
Kerala Rail Development Corporation Ltd
The Retreat,
PMG - Pattom Road, Pattom Palace
Thiruvananthapuram - 695004

Dear Sir,

Sub: Declaration of Undertaking – EOI for General Consultancy Services for Rail Development Projects of KRDCL

Ref: [insert EOI/Tender no. and date]

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described herein.

We also underscore the importance of adhering to minimum social standards (core labour standards) in the implementation of the project. We undertake to comply with the core labour standards ratified by India.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of India.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the Government of India nor Government of Kerala and affirm that our company/all members of the consortium will immediately inform the Client if this situation occurs at a later stage. We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Client the Client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued without incurring any liability on itself.

Yours sincerely,

KERALA RAIL DEVELOPMENT CORPORATION LIMITED

EOI - GENERAL CONSULTANCY FOR RAIL DEVELOPMENT PROJECTS OF KRDCL

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CORRIGENDUM 1.10

Clause 8.4 is to be read as:

Summary of financial have to be submitted by the Applicants duly signed by the authorised signatory. The data has to be backed by submitting audited accounts.

	FY2014-15	FY2015-16	FY2016-17
Annual Turnover in INR/[<i>mention currency</i>]			

For international applicants with calendar year as financial year:

	FY2014	FY2015	FY2016
Annual Turnover in [<i>mention currency</i>]			

In case of Partnerships/JV/Consortiums, separate sheets to be attached for each member.

Authorized Signatures.....

CORRIGENDUM 1.11

Clause 8.5 is to be read as:

Please mention the projects being claimed for technical criteria as per [Section 6.3.3](#) in the following format:

Applicant's Name: _____ (Separate for each substantial member in case of Partnership/JV/Consortium)							
S.No.	Client	Project Name	Role of Applicant	Scope of Work	Project Cost	Payment to the Applicant	Reference Documents page no.
<i>For Criterion 1.1</i>							
					N/A	N/A	
<i>For Criterion 1.2</i>							
<i>For Criterion 1.3</i>							
					N/A		
<i>For Criterion 1.4</i>							

The claims should be backed by attaching reference documents in the form of Work Orders/Purchase Orders, Contract Agreements, proof of successful completion of work, proof of Payments etc. The documents should be authentic copies of documents duly signed by the Clients or a certified independent agency like a Chartered Accountant etc.

Only the projects that have been substantially completed within the last 10 years ending on the last date of submission of this EOI shall be counted.

Authorized Signatures.....

CORRIGENDUM 1.12

Clause 10 Criteria No.1.2 is to be read as:

1.2	<p>Evidence of experience of the Applicant or any of its partners in preparing DPR of railway projects</p>	25
	<p>Points for proving experience in preparing DPR of railway projects shall be awarded in the following manner:</p> <ul style="list-style-type: none"> - For payments for above services equal to or more than ₹15 crore → 25 points - For payments for above services from ₹5 crore to less than ₹15 crore → 15 points - For payments for above services upto ₹5 crore → 5 points 	
	<p>NOTE:</p> <ul style="list-style-type: none"> - Any mainline, suburban, metro rail or light rail project shall be eligible for this criterion. - Only projects with a total estimated or actual cost of at least ₹1000 crore will be eligible for this criterion. - Pro bono services/projects shall not be considered eligible. - Only payments against preparation of DPR and related works shall be considered. Necessary documentation proving this point shall be submitted, else 0.05% of the project cost in case of DPR and nil in case of feasibility study or traffic survey shall be considered. - If the Applicant or its constituent was part of a JV/consortium in any of the eligible project, only its share of the payment shall be considered. Necessary documentation shall be submitted in this regard, else KRDCL has a right to disregard the credentials. 	