भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2007/CE-I/CT/18/Pt.-I (Vol.II) **New Delhi, dated 07 .02.2019**

To,
As per list attached

Sub:- Addendum & Corrigendum Slip to Model PMC tender document.

Ref: Board's letters No. 2007/CE-I/CT/18 dated 05.07.2010 & 14.09.2017

In partial modification to Board's letters under reference, Board (ME, MTR & FC) have approved modification in Clause 2.12.2 (Vol. I of Annexure-II), Clause 2.24.2 (Vol. I of Annexure-II) and Clause 4.2.2 (Vol. II of Annexure-II) of Model Tender Document for Project Management Consultancy Services, as per enclosed Addendum & Corrigendum Slip.

2. This issues with concurrence of the Finance Directorate of the Ministry of Railways.

Encl: As above.

अनिल कुमार
07/02/19
(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
|Phone : Rly: 030-47598, MTNL:011-23047598,

No. 2007/CE-I/CT/18/Pt.-I (Vol.II) **New Delhi, dated 07.02.2019**

Copy forwarded for information to:

(i) PFAs, All Indian Railways.
(ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

Addendum & Corrigendum Slip No. 2
To
Model PMC tender documents and revised guidelines for implementing PMC service in Railways, July' 2010

Amendments in Volume I of Annexure-II

1. Amendments to Clause 2.12.2

2.12.2 While submitting the Technical Offer the Tenderer shall, in particular, ensure that:

(a) Colour scanned CVs of all key personnel for technical evaluation as mentioned in clause no. 5.19 have been submitted.

(b) Key personnel have been proposed only if they meet the condition of eligibility laid down at clause 5.18.3 **of section 5 (tender data sheet)** of the tender document **in the prescribed forms.**

(c) No alternative **CV** for any key personnel is being made and only one CV for each position has been furnished; **In case more than one CV are submitted for one key personnel position, the CV obtaining lowest marks shall be considered for arrival at the total score of the consultant.**

(d) (i) The CVs of **key personnel** have been recently signed in blue ink by the respective personnel and counter signed by the authorized signatory of the tenderer.

(ii) Personnel other than key personnel: Tenderer will be required to submit an undertaking at the time of submission of offer that they will submit complete list of names of personnel other than key personnel (having qualification, length of service and relevant experience as prescribed in clause 5.21 of tender document) alongwith CVs/details in prescribed form to Engineer-in-charge within 25 days from date of issue of letter of award of PMC contract. PMC consultant will deploy the required person immediately after approval of concerned Engineer-in-charge.

2. **Amendments to Clause 2.24.2**

Clause 2.42.2 shall read as under:

The Railway expects all the key personnel to be available during the first year (12 months) of implementation of the contract. The Railway will not consider substitution of key personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 20% of the key personnel subject to equally or better qualified and experienced personnel being substituted to the satisfaction of the Railway. As a condition to such substitution, a sum equal to **5%** of the remuneration specified for the original key personnel shall be deducted from the payments due to the consultant. Any subsequent substitution of key personnel by the consultant shall be with equally or more competent and experienced personnel to the satisfaction of the Railway. **Substitution of key personnel beyond 20% is not allowed, and in such cases, where more than 20% key personnel are required to be substituted, the contract shall be rescinded.**

Amendments in Volume II, Schedule IV, Special Conditions of Contract (SCC)

3. Amendments to Clause 4.2.2

Clause 4.2.2 shall read as under:

The Railway expects all the key personnel to be available during the first year (12 months) of implementation of the contract. The Railway will not consider substitution of key personnel except under exceptional circumstances. Such substitution shall be limited to maximum of 20% key personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Railway. As a condition to such substitution, a sum equal to 5% of the remuneration specified for the key personnel in the contract at the time of such replacement (last drawn remuneration) shall be deducted from the payments due to the consultant till 12 months of the implementation of the contract or 6 months of deployments of the new key personnel, whichever is later.

Such deduction of **5%** of the remuneration till six months of the deployments of the new key personnel shall be applicable in cases where replacement of key personnel has either be requested by the Railway pursuant to clause 4.2.3 and 4.2.4 or the consultant itself has made the substitution after the first 12 months of the implementation of the contract. Substitution of the Team Leader will not normally be considered during the first year (12 months) and may lead to termination of the Contract.

****

LIST FOR DISTRIBUTION

1. General Managers, All Indian Railways & Production Units.
1a. General Manager (Con), N.F. Railway, Guwahati.
1b. General Manager /CORE, Allahabad.
2. Principal Chief Engineers, All Indian Railways.
3. Chief Administrative Officers (Con), All Indian Railways.(Except N.F. Railway)
4. PFAs, All Indian Railways.
5. Chief Vigilance Officers, All Indian Railways.

Copy to:

(A)

1. CAO/CAO(R), COFMOW, Tilak Bridge, New Delhi.
2. CAO/CAO(R), Diesel Loco Modernization Works, Patiala(Punjab).
3. CAO, Rail Coach Factory/Rae Bareli Project, Kishanganj, Delhi -110007.

(B)

1. Director General, RDSO, Manak Nagar, Lucknow.
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Rail Path, Pune – 411 001 (Maharashtra).

(C)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi- 110 001,
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076.
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
4. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
5. MD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
7. MD, KONKAN Railway Corporation Ltd, CBD Belapur, Navi Mumbai - 400614.
8. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
10. MD, CRIS, Chanakyapur, New Delhi.
11. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
12. Indian Railway Catering and Tourism Corporation (IRCTC), 9th Floor, Bank of Baroda Building, 16, Parliament Street, New Delhi-110001
13. RCF, Rae Bareilly, Kishan Ganj, Delhi-110007.
14. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
15. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar.

Copy to:

CRB, ME, M(Tr.), M(RS), FC, DG(S&T), DG(RS), DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM (Planning), AM(Elec.), AM(RS), PED(Projects), PED/SDE, PED(Bridges), PED(Vigilance), PED/Transformation, EDCE(G), EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED/SDE, ED(PSU).