

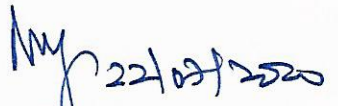
**RAIL COACH FACTORY KAPURTHALA**

MD35131

Date: 22.07.2020

**Sub: Issue of Corrigendum No.2 to specification no. MDTS-24347 Rev-0 of  
Schedule of Technical requirements of Design, Supply & Fitment of  
complete furnishing of AC-3T Garib Rath Coaches on Turnkey basis**

Please find enclosed a copy of Corrigendum No.2 to specification no. MDTS-24347 Rev-0 of Schedule of Technical requirements of Design, Supply & Fitment of complete furnishing of AC-3T Garib Rath Coaches on Turnkey basis ( in addition to Corrigendum No.1 issued on 30.06.2020) , for information and necessary action at your end.

  
(Abhey Dogra)  
Dy CME/D-2

CQM, CPLE, CWE (Fur), CWE/Shell, CMM/HSQ, CMM/Tkj, Dy. CMM/Fur/LHB, Dy CMM/G CMT, Dy.CPLE-III,

SSE /LIB. Design

SSE / Records

Copy for kind information to:

CDE

**Sub: Corrigendum No.2 to specification no. MDTs-24347 Rev-0 of Technical Specification of Design, Supply & Fitment of complete furnishing of AC-3T Garib Rath Coaches on Turnkey basis**

Following Table-I & II are corrigendum No. 2 to MDTs-24347 Rev-0 of Technical specification of Design, Supply & Fitment of complete furnishing of AC-3T Garib Rath Coaches on Turnkey basis:

**Table-I**


SN	Para	Existing Drawing no	Drawing no, may be read as
1	7.1.ii	LE41100 alt 'a'	LE41136 alt 'Nil'
2	7.1.iv	LE56001	LE56009 alt 'Nil'
3	7.1.v	LE44297	LE44363 alt 'Nil'
4	7.1.vii	LE10011 alt 'f'	LE10013 alt "Nil"
5	7.1.ix	LE44117	LE44351 alt "Nil"

**Table-II**

Para	Description in Existing Para	Description may be read as in place of existing description
2.1	<p>Documentary evidence of the same is to be furnished by submission of contract copy or documentation along with proof of satisfactory execution of work.</p> <p>Or</p> <p>The tenderer(s) [or Associates in case of Consortium] should have supplied major interior furnishing items comprises of Side wall Paneling, complete Ceiling and Lavatory Module of IR/International Railways coaches of <b>at least 25</b> coaches in the preceding 3 years (preferably superior interior fittings and furnishings providing 'World Class' look for Railway coaches of coaching stock).</p>	<p>Documentary evidence of the same is to be furnished by submission of contract copy <i>and</i> documentation along with proof of satisfactory execution of work.</p> <p>Or</p> <p>The tenderer(s) [or Associates in case of Consortium] should have supplied major interior furnishing items comprises of Side wall Paneling, complete Ceiling and Lavatory Module of IR/International Railways coaches of <b>at least 25</b> coaches in the preceding 3 years (preferably superior interior fittings and furnishings providing 'World Class' look for Railway coaches of coaching stock). Documentary evidence of the same are to be furnished by submission of contract copy <i>and</i> documentation along with proof of satisfactory execution of work.</p>
2.8	The tenderer(s) [or Associates in case of Consortium] should give design & development cost, material supply cost and complete fitment	The tenderer(s) [or Associates in case of Consortium] should give design & development cost, material supply cost and complete fitment cost for all items at the time of submission of

*By CM/BL*

	cost for all items along with the technical bid. The design cost shall be payable to only the successful bidder whose Conceptual design, Design Capability and Mock Up Model will be approved by RCF.	<i>financial bid.</i>
2.10	--	<p><b>In case of consortium, the tenderer shall fulfill following conditions:</b></p> <ol style="list-style-type: none"> <li>i. The bid shall be signed by lead partner so as to be legally binding on all other partners. (This should be supported by letter of intent). Number of partners in Consortium shall not be more than five (5).</li> <li>(ii) The lead partner shall be responsible for coordinating the Design, Supply &amp; Fitment of Complete Furnishing of AC-3T Garib Rath Coaches on Turnkey Basis. There should be an authorization to this effect evidenced by submission of a power of attorney with bid duly signed by legally authorized signatories of all partners. (Annexure-1&amp;2)</li> <li>(iii) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium, and the entire execution of the contract, including payment, shall be done exclusively by the lead partner.</li> <li>(iv) All partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</li> <li>(v) A copy of the agreement entered into by the Consortium partners shall be submitted with the bid. Alternatively a "letter of Intent" (to execute a Consortium agreement, meeting with all specified requirements, in the event of a successful bid) shall be signed by all Consortium partners and submitted with the bid together with a copy of the proposed agreement. Consortium agreement duly signed by all Consortium partners shall form part of the contract agreement. The Consortium agreement should indicate precisely the responsibility of all members of Consortium in respect of planning, design, manufacturing, supply, installation, system integration, commissioning, training and warranty obligations etc. This should not be varied/ modified subsequently without the</li> </ol>

By    
 Dy. LMS/12

		<p>prior approval of the purchaser. The Consortium agreement should be Registered/Notarized in Kapurthala/New Delhi, if the lead partner/Consortium partners are registered in India. For foreign companies, they should be Registered/Notarized as per the laws of their respective country, so as to be legally valid and binding on all partners. (Annexure-3)</p> <p>(vi) A firm can be a partner in only one Consortium. Bids submitted by Consortium including the same firm as partners in more than one bid, will be rejected. (This restriction will not apply to sub-contractors for the bought out items)</p> <p>(vii) Bid and performance security shall be issued so as to commit fully all partners of the Consortium.</p> <p>(viii) The lead member of Consortium shall be responsible for all financial covenants and bank guarantees.</p>
7.1.viii .i	FRP Lavatory Module with Euro bowl & Orient bowl as per layout having Internal Wash basin, Internal & external Dustbin, Sanitary facilities, inside Mirror & Fire extinguisher.	FRP Lavatory Module with Euro bowl & Orient bowl as per layout having Internal Wash basin, Internal & external Dustbin, Sanitary facilities, inside Mirror & two no's of Fire extinguisher to drawing CC64262 alt 'd'.
7.1.ix.i	There shall be provision of individual opening on each berth with provision of air vent. If the bidder intends to provide a small duct/panel fan at the opening of the branches of AC ducts in each cabin, the technical data of the fan along with interface requirements for electrical connections/routing of cables/power requirements shall be submitted by the bidder at the time of tendering so that necessary interfaces in the body shell may be provided accordingly. The return duct have suitable anti-bacterial filter without effecting flow of air.	There shall be provision of individual opening on each berth with provision of air vent. If the bidder intends to provide a small duct/panel fan at the opening of the branches of AC ducts in each cabin, the technical data of the fan along with interface requirements for electrical connections/routing of cables/power requirements shall be submitted by the bidder at the time of tendering so that necessary interfaces in the body shell may be provided accordingly.
7.1.x	<p><b>Other amenities to be provided in each cabin are:</b></p> <p>(i) Coat hook</p> <p>(ii) Luggage rack</p> <p>(iii) Cabin Mirror</p>	<p><b>Other amenities to be provided in each cabin are:</b></p> <p>(i) Coat hook</p> <p>(ii) Luggage rack</p> <p>(iii) Cabin Mirror</p> <p>(iv) Mobile Holder near charging sockets</p>

By MGR

	(iv) Mobile Holder near charging sockets	(v) Hammer box LW64169 alt 'd'
8.12	Any item supplied by firm got damaged during commissioning or before final dispatch of coach (Gate Out), the same is to be replaced by the firm as free of cost.	Any item supplied by firm got damaged during commissioning or before the issue of Completion Certificate, the same is to be replaced by the firm as free of cost.
9.1 of corrigendum .1	<p>Railways will provide painted coach shells fitted on diplorries in the furnishing shop. The firm shall make his own arrangement for movement of shells to the designated space allotted for furnishing of the coach:</p> <p>Following assemblies shall be in the scope of supply of RCF and fitted by firm, which shall require close coordination between firm and RCF:</p> <ul style="list-style-type: none"> <li>• PA System</li> <li>• GPS based PIS System</li> <li>• Set items for FRP tub for LHB AC coaches,</li> <li>• FRP top cover for AC 3 TIER coaches</li> <li>• Modified coach water inlet (connector) with strainer.</li> <li>• Vestibule Sliding Door</li> <li>• Roof Mounted AC package Unit</li> <li>• Emergency brake layout</li> </ul> <p>Any other furnishing assembly/item not mentioned shall be in the scope of supply and fitment of the firm.</p>	<p>Railways will provide painted coach shells fitted on diplorries in the furnishing shop. RCF shall provide necessary assistance for movement of shells to the designated space allotted for furnishing of the coach:</p> <p>Following assemblies shall also be in the scope of supply of RCF and shall also be fitted by RCF:</p> <ul style="list-style-type: none"> <li>• PA System</li> <li>• GPS based PIS System</li> <li>• Set items for FRP tub for LHB AC coaches,</li> <li>• FRP top cover for AC 3 TIER coaches</li> <li>• Modified coach water inlet (connector) with strainer.</li> <li>• Vestibule Sliding Door</li> <li>• Roof Mounted AC package Unit</li> <li>• Emergency brake layout</li> </ul> <p>Any other furnishing assembly/item not mentioned shall be in the scope of supply and fitment of the firm.</p>
10	The tenderer shall submit the following Documents:	The successful tenderer shall submit the following Documents:
12.2	Before releasing of 30% payment firm has to submit performance guarantee to the value of 10% of the total contract value for certified coaches in any of the following:	Before releasing of 30% payment firm has to submit performance guarantee to the value of 10% of the work completed for certified coaches in any of the following:

Any  
By 14/12

14.1	The Firm shall arrange for suitable crane for loading of AC trough & AC unit etc., fork lifter with driver for handling of materials.	The Firm shall arrange for fork lifter with driver for handling of materials.
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21/07/2021

(Abhey Dogra)

Dy CME/D-2

Encl: Annexue-1, 2 & 3

CQM, CPLE, CWE (Fur), CWE/Shell, CMM/HSQ, CMM/Tkj, Dy. CMM/Fur/LHB, Dy CMM/G CMT, Dy.CPLE-III,

SSE /LIB. Design, SSE / Records

Copy for kind information to:

CDE

**Annexure- 1**

**Format of Power of Attorney for signing of Bid**  
(To be executed on stamp paper of appropriate value)

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ..... Project proposed or being developed by the ..... (the "Railways") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bids and other conferences and providing information/responses to the Railways, representing us in all matters before the Railways, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Railways in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised  
(Signature, name, designation and address of the Attorney)

Signature and stamp of the bidder

- Note:- 1. TO BE NOTORIZED  
2. TO BE SUBMITTED IN ORIGINAL

Notes:

(i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(ii) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

(ii) 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. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Signature and stamp of the bidder

## Annexure- 2

**Format for Power of Attorney for Lead Member of Consortium**

(To be executed on stamp paper of appropriate value)

Whereas the ..... (the "Railways") has invited bids from pre-qualified and short-listed parties for the ..... Project (the "Project").

Whereas, ....., ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. ...., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Agreement/Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Railways, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/or upon award thereof.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

Signature and stamp of the bidder

For.....  
(Signature, Name & Title)

For.....  
(Signature, Name & Title)

For.....  
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Note:-

1. TO BE NOTORIZED
2. TO BE SUBMITTED IN ORIGINAL

Notes:

(i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(ii) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

(iii) 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. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Signature and stamp of the bidder

Annexure- 3

Format for Consortium/Association Agreement

The Partners of the Consortium shall provide Consortium/Association Agreement for Association/ Participation which includes at least the followings:

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as) is the Lead Partner of the Consortium/Association and acting as the authorized representative of the Consortium on first part; and

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) in the capacity of a Joint Partner of the Consortium/ Association on the other part.

The expression of \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ shall wherever the context admits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS:

Rail Coach Factory, Kapurthala [hereinafter referred to as "Employer"] has invited bids for "Design, Development, Manufacture, Supply, Installation, Testing and commissioning of Design, Supply & fitment of complete furnishing of AC 3 Tier Garib Rath Coaches on Turnkey Basis to MDTs-24347 & Corrigendum no.1 & 2 "

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this Consortium/Association Agreement.
  - i) Invitation for bid;
  - ii) Bid Documents issued by the Employer
  - iii) Any Addendum/Corrigendum to the Bid Documents issued by the Employer
  - iv) The Bid submitted on our behalf jointly by the Authorized Signatory from the Lead Partner.
2. The 'Parties' have studied the Bid Documents and have agreed to participate in submitting a 'Bid' jointly.
3. Mr./Ms. \_\_\_\_\_ authorized Signatory of the Lead Partner and whose details are provided as under, shall be the Authorized Signatory of the Consortium/ Association for all intents and purpose. He/She shall have the authority to conduct all business for and on behalf of any and all the Partners of Consortium/Association during the bidding process and in the event the Consortium/Association is awarded the contact, during contract execution.

Name,	Designation,	Address,	Tel/Fax no	Email ID
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4. We undertake that
  - a) The Lead Partner of our Consortium/Association \_\_\_\_\_ (Name of the Lead Partner) shall have the maximum financial stake amongst the other partners of the Consortium/ Association.

- (3)
- b) The distribution of responsibilities in execution of work and the percentage participation amongst various Partners of the Consortium for the subject work shall be as under:

SN	Name of the Partner	Role (Lead Partner/ Partner)	Distribution of Responsibilities in execution of the work	% Participation

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their Consortium/Association.

In case one party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions the other parties shall be obliged to take measure to perform well all the obligations under the contract with the Employer.

6. ASSIGNMENT AND THIRD PARTIES

The Parties shall cooperate throughout the entire period of this Consortium/Association Agreement on the basis of exclusivity and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Work except with prior written consent of the other party.

7. EXECUTIVE AUTHORITY

The said Consortium/Association through its Authorized Signatory (as specified above) shall receive instructions, payments from the Employer. The management structure for the work shall be prepared by mutual consultations to enable completion of the work of quality requirements within permitted cost and time.

8. GUARANTEES

Till the award of the work, all the Bank guarantees to the Employer shall be furnished in the name of the Consortium/Association or by the Lead Partner on behalf of the Consortium/Association which shall be legally binding on all the partners of the Consortium/Association.

9. DOCUMENTS & CONFIDENTIALLY

Each party shall maintain in confidence and not use for any purpose other than those related to the project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

10. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by \_\_\_\_\_ [Bidder to specify]

11. VALIDITY

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a) The bid submitted by the Consortium/Association is declared unsuccessful, or
- b) Cancellation/shelving of the project by the Employer for any reason prior to award of work
- c) Execution of detailed Association/Consortium agreement by the parties, setting out detailed terms after award of work by the Employer, substantially covering the requirement as mentioned in Bid Documents.

12. This Consortium/Association Agreement shall be construed under the laws of India.

### 13. NOTICES

The name, addresses and fax numbers of Authorized Signatory of the other partners of the Consortium/Association to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as under:

- a) \_\_\_\_\_ [Name], \_\_\_\_\_ [Designation], \_\_\_\_\_ [Address], \_\_\_\_\_ [Ph. No., Fax No.], \_\_\_\_\_ [E-mail ID]
- b) \_\_\_\_\_ [Name], \_\_\_\_\_ [Designation], \_\_\_\_\_ [Address], \_\_\_\_\_ [Ph. No., Fax No.], \_\_\_\_\_ [E-mail ID]
- c) \_\_\_\_\_ [Name], \_\_\_\_\_ [Designation], \_\_\_\_\_ [Address], \_\_\_\_\_ [Ph. No., Fax No.], \_\_\_\_\_ [E-mail ID]

14. Any Other Clause, the Bidder wish to include

(For Bidders in India to be execute on non-judicial stamp paper of appropriate value. For Bidders from outside India, to be executed according to the applicable laws in the Bidder's country and by taking into account the Notes shown below).

Notes:

- 1. In case of existing Consortium/Association, the certified copy of Consortium/Association Agreement may be furnished.
- 2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 3. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.
- 4. For a required document executed and issued overseas, the document will also have to be legalized by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.