

Addendum No. 2 dated 29.01.2015 to RFP dated 18th December 2014 for Selection of Consultant for Preparation of Detailed Study on “Identification of suitable Industrial Project on MMTC Land, Abhraknagar, Koderma, Jharkhand”

Sl.No.	Section	Particulars	Revised As
1.	Section 1 Para 2 Page 4 “Introduction”	Business verticals of MMTC	Business verticals of MMTC include Coal & Hydro-carbons, Minerals, Ferro-alloys, Agro Products, Precious Metals, Fertilizers, Metals including Steel, General Trade, NINL products, etc. For further details please visit www.mmtclimited.gov.in . Business synergy will be considered for Technical qualification.
2.	Section 1 Page 4 “Purpose”	A consortium of consultant	<p>A consortium of Consultants means a group of companies / firms / organisations / individuals formed for participating in the tender. There shall be a lead partner who shall undertake to obtain all necessary authorizations, agreements, Power of Attorney from all constituents. The lead partner shall be responsible for all bidding processes, EMD, execution correspondences, etc. MMTC shall deal with the lead partner only.</p> <p>The Bidder should submit a Power of Attorney as per the format at Form-3, authorising the signatory of the Proposal to commit the Bidder. Additionally, in the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Form-4.</p> <p>In case the Bidder is a Consortium, it shall comply with the following additional requirements:</p> <p>a) The Proposal should contain the information required for each member of the Consortium;</p>

			<p>b) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form-5 (the “Jt. Bidding Agreement”), for the purpose of submitting a Proposal; and</p> <p>c) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of MMTC.</p>
3.	Section 1 Clause 4 :Technical Proposal	Existing Clause	Replaced with Annexure-A to this Addendum No.2.
4.	Section 2 Form 2B: Project Experience Format	Completed projects during last five years will only be considered.	‘Completed projects during last ten years will only be considered’.
5.	Section 3 Page 20 & 21	Part III : Project Master Plan & Detailed Project Report (DPR)	Detailed engineering designs and drawing at Sl.No.2, detailed Bill of Quantities and schedule at Sl.No.3, Assessment of statutory project approval at Sl.No.4 and Final capital structuring and detailed financial analysis at Sl.No.5 shall not be required along with the Bid Documents / RFP. These shall be required to be submitted by the successful bidder at appropriate stage / time after award of work. The bidders shall, however, submit a pre-feasibility report/Project report along with business financials of the proposed project options along with their technical bid. The bidder shall also make a power point presentation to MMTC which shall form part of technical evaluation.
6.	Section 3 Page 21 & 22; Section 4 Page 35 Clause 8.1.1	Payment Terms / Schedule	The following are the terms of payment for this assessment / work order. All the payments shall be made within 30 days of receipt of invoices / achieving the project milestones whichever is later. The Consultant shall be paid for its services

			<p>as per the Payment Terms / Schedule as per the following payment terms :</p> <ol style="list-style-type: none"> I. 10% of the contract value against submission of Concept Report. II. 15% of the contract value against submission of Draft Project Report (DPR). III. 30% of the contract value against submission of Final Project Report (FPR). IV. 20% of the contract value against submission of Engineering Detailing and Drawings. V. 25% of the contract value against approval of Final Project Report by MMTC.
7.	Section 4 Clause 1.9 [Taxes and Duties] read with Form 2D of the RFP [Price Bid] and Clause 8 of the draft agreement [payments to Consultant]	<p>The said clause reads as under: 'Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and MMTC shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.'</p>	<p>Form 2D modified and amended copy enclosed.</p> <p>Amended Clause 8.1.1 : The payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The parties agree that the Agreement Value is Rs..... (Rupees.....) plus Applicable Service Tax.</p>
8.	Section 4 Clause 2.8.1.1 (F) Termination of Agreement read with Clause 2.11 [Payment upon Termination]	MMTC, in its sole discretion and for any reason whatsoever, decides to terminate.	Amended clause to read as under: In the event MMTC exercises its right to terminate the contract, the consultant shall be paid the payments liable as per the milestone satisfactorily completed immediately preceding the date of advise of termination.
9.	Section 4 Clause 5 (Liability of the	Clause 5 reads as under: 5.1.1 The Consultant shall, subject to the limitation	Clause 5.1.2 deleted.

	Consultant)	specified, be liable to MMTC for any direct or indirect loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. 5.1.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (Three) times the Agreement Value.	
10.	General (New Addition)	-	Copy of RFP document along with all Addendums is required to be signed by the bidders on all pages along with seal and annexed with their technical bid. The impact of the notified clarifications / amendments to the RFP will automatically apply at other consequential / corresponding places in the RFP.

Note: Form 3, 4 & 5 are enclosed below.

All other terms and conditions of the RFP remain the same.

Annexure A

4. TECHNICAL EVALUATION CRITERIA

4.1 The technical Proposal by the Bidders will be evaluated based on the following criteria. The bidders meeting the Minimum Technical Score prescribed herein shall alone be eligible for Financial Evaluation.

Sl.No.	Criteria	Scoring Pattern	Max. Score	Proof to be submitted
1.	Project Experience	<p>Completed Industrial Consultancy Project carried out for State Government/PSU/Commercial undertaking in the last 10 years from proposal due date with project size exceeding Rs.25 cr. / Rs.100 cr. will get 3 / 5 marks respectively for each project.</p> <p>Project experience shall mean the experience of the organization /bidder and not for any individual.</p> <p>The scope of work in such Projects shall include Techno-Commercial Feasibility Studies. The client for such project shall be a Company registered under Companies Act or a Central / State Government Agency.</p>	30	Completion certificate from Client with the project cost
2.	Team Leader (Key Personnel)	<p>B.E. with 10 years experience (8 marks). MBA will be given 2 additional marks. To have served as Team Leader for at least one of the Projects claimed for experience in Sl.No.1 (CV should indicate Client, Project Name, Position held, Duration of the assignment)</p>	8+2	Certificate from Head of Organization of the Bidder OR Authorized Signatory
3.	Industry Expert (Key Personnel)	<p>B.E. with 10 years experience (8 marks). MBA will be given 2 additional marks. 10 yrs. Experience in Industry / Operations/ Plant or Consultancy experience in above.</p>	8+2	- DO -

		(CV should indicate the organizations & designations held during the said period)		
4.	Engineering/ Planning Expert	B.E. (Civil Engineering / Architecture / Planning) with min.7 years Experience in Infrastructure, Project Design, anning and Construction. Should have handled / served as team member in project design / planning for at least one Industrial Infrastructure Projects in West Bengal / Bihar/Jharkhand/ Orissa during the last 10 years. (CV shall indicate Project Name, Client, Project Area, Position held)	10	- DO -
5.	CA/ICWA MBA(Fin.)	Min. 5 years experience in Financial Modeling, Project Evaluation.	10	- DO -
6.	Project Report	Project Report shall include Business Idea, Methodology as indicated in Part 3 alongwith a presentation. The marks shall be awarded as follows: a) Business Idea - 5 marks b) Methodology - 5 marks c) Project appraisal - 10 marks	20	Bidder shall submit report not more than 50 pages.
7	Presentation	The bidder shall make of power point presentation to MMTC	10	Bidder shall make power point presentation for not more than 20 minutes.

- 4.2 The Project Experience shall be given in Form-2A
- 4.3 The CV of the professional staff shall be given in Form-2B
- 4.4 TOTAL MAXIMUM TECHNICAL SCORE : 100
- 4.5 MINIMUM ELIGIBILITY TECHNICAL SCORE : 75
- 4.6 Technical Evaluation shall be completed approximately within 60 days of opening of Bids.

Modified Form 2D: Price Bid

Sl. No.	Name of Activity	Fee Amount in Rs.	
		In Figures	In Words
1	Consultancy Fee		
	Local Taxes & Duties @ Taxes Payable on Fees		
	Total:		

Power of Attorney for signing of Proposal

(To be executed on non-judicial Stamp paper of Rs 150/- and duly notarised)

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 ofagedyears 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 Proposal for Engagement of Advisor for preparation of detailed study on "identification of suitable Industrial Project on MMTC land, Abhraknagar, Koderma, Jharkhand (the "Assignment") proposed by MMTC Ltd. (the "Owner") including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the MMTC, representing us in all matters before the MMTC, signing and execution of all contracts including the Advisory Agreement and undertakings consequent to acceptance of our price bid and generally dealing with the MMTC in all matters in connection with or relating to or arising out of our price bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Advisory Agreement with the Owner.

AND we hereby undertake and 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 2.....

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *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.*
- *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 Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Power of Attorney for Lead Member of Consortium

(To be executed on non-judicial Stamp paper of Rs 150/- and duly notarised)

Whereas MMTC Ltd. (the "Owner") has invited Proposals from interested parties for the selection of consultant for preparation of detailed study on identification of suitable industrial project on MMTC land, Abhraknagar, Kodema, Jharkhand.

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Assignment, 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 Owner 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 Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, 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"). We 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 Assignment/contract, during the execution of the Assignment 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 pre-qualification of the Consortium and submission of its Proposal for the Assignment, including but not limited to signing and submission of all Technical Proposals, Financial Proposals and other documents and writings, 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 Owner, 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 Assignment and/ or upon award thereof till the Advisory Agreement is entered into with the Owner.

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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *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.*
- *Also, 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.*

- *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 Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Joint Bidding Agreement

(To be executed on non-judicial Stamp paper of Rs 150/- and duly notarised)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
..... 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) MMTC Ltd., a company incorporated under Companies Act, 1956, represented by its General Manager, MMTC Ltd., Kolkata and having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the Proposals") by its Request for Proposal No. dated(the "RFP") for pre-qualification and short-listing of bidders for Assignment to Engagement of Consultant for preparation of detailed study on identification of suitable industrial project on MMTC land, Abhraknagar, Koderma, Jharkhand (the "Assignment")
- (B) The Parties are interested in jointly bidding for the Assignment as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Assignment, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Assignment.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Assignment, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Bidder / all the members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the Assignment.

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RFP and the Advisory Agreement, till such time as the Financial Closure of the Assignment is achieved under and in accordance with the Advisory Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as on the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Owner to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Owner to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

- (iv) violate any clearance, permit, assignment, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Agreement Term of the Assignment is achieved under and in accordance with the Advisory Agreement, in case the Assignment is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Assignment or does not get selected for award of the Assignment, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest Money Deposit by the Owner to the Bidder, as the case may be.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Owner.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Owner to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.