

**Addendum No.2**

to

Tender No.MMTC/GOA/SADA/RFP dated 13.03.15 for Selection of Consultant for Detailed Study on Identification of Suitable Commercial Use of MMTC  
Land, Headland Sada, Vasco da Gama, Goa

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Sl. No.	Tender document Clause no.	Clause details	Query /suggestion / clarification	Clarification/Amendment to Tender
1.	Clause 4.2 of the Tender (Technical Criteria)	<p>Bidder should be consultancy firm for designing, planning and evaluation &amp; due diligence of various types of projects.</p> <p>Bidder should have past experience of consultancy with minimum three completed infrastructure/Construction projects of more than Rs. 5 crore each. Projects completed during last five years shall only be considered for the purpose. A certificate issued by Chartered Accountant / Chartered accountancy firm certifying the above should be enclosed.</p>	<p>Since the capital cost of the project is an estimated value, a Chartered Accountant/Chartered Accountancy firm would be unable to certify the same.</p> <p>Also, given the commercial opportunity that the property holds, it is suggested that this clause is modified as follows to recognise project experience in higher value engagements:</p> <p>4.2 Bidder should be a consultancy firm for designing, planning, evaluation and due diligence of various types of projects.</p> <p>Bidder should have past experience of consultancy with minimum three completed infrastructure / construction projects of project cost more than Rs. 20 crore each OR value</p>	<p>Bidder should be a consultancy firm for designing, planning and evaluation and due diligence of various types of projects. Bidder should have past experience of consultancy with minimum three completed infrastructure /Construction Projects of project cost more than Rs. 10 crore each OR value of consultancy fee for the engagement is greater than Rs. 10 lakhs. Projects completed during last five years shall only be considered for the purpose. A certificate issued by Chartered Accountant /Chartered accountancy firm certifying the above should be enclosed certifying the same.</p>

			<p>of consultancy fee for the engagement is greater than Rs. 10 lakhs. Projects completed during last five years shall only be considered for the purpose. A certificate issued by Chartered Accountant /Chartered accountancy firm certifying above should be enclosed certifying the same.</p>	
2.	Clause 4 of the Tender (Technical Criteria)	Mode of selection of consultant	<p>This selection criteria for the Consultant is unclear in the tender document. We request the Authority to please confirm the same.</p> <p>In light of the expertise which would be needed towards facilitating a commercially viable development, it is suggested that a combined technical and financial evaluation (QCBS) is adopted to award this consultancy project in the manner as given below :</p> <p>a. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other proposals is calculated as following: <math>Sf=100 \times Fm / F</math>, in which 'Sf' is the financial score, "Fm" is the lowest price, and "F" the quoted price of the proposal under consideration.</p>	As regards the mode of selection the basic criteria would be the financial bid submitted. In other words, all the bids which are technically qualified would be rated at par and the financial bid would be the criteria for the selection.

					<p>b. The weights given to the Technical (T) and Financial (P) proposals are : Technical (T) = 80%, and Financial (P) = 20%.</p> <p>c. Proposals are ranked according to their combined technical (St) and financial Sf) scores using the weights (T=the weight given to the Technical proposal; P=the weight given to the Financial proposal; T + P = 1) as following:</p> <p>Combined score (S) – <math>St \times T = Sf \times P</math></p> <p>d. The applicant whose proposal scores the highest combined score i.e. S would be awarded the project.</p>	
3.	Clause Reference No. 5.4, 5.5 under Clause 6 of the Tender - Data Sheet Information to Bidders	5.4	Pre-Bid meeting date/time/venue	7 <sup>th</sup> April, 2015 at 1100 hrs. (IST) at MMTC Limited, Colaco Building, Swantantra Path, Vaso Da Gama,	<p>Subsequent to the Pre Bid meeting, corrigendum / addendum may be issued to reflect changes in the tender documents, if any, based on discussions.</p> <p>Hence the Authority consider that the Bid due date is extended to 28<sup>th</sup> April, 2015. This would enable our experts to prepare a comprehensive proposal addressing all issues of the tender</p>	The bid submission date has been revised to 28 <sup>th</sup> April, 2015 by 1500 hrs (IST) at the venue notified earlier, which has been published in MMTC and Govt. tender websites on 13.04.2015.

			Goa – 403 802.	document based on the clarifications issued by MMTC.	
		5.5	Bid must be submitted no later than the following date and time Date:16 <sup>th</sup> April, 2015 Time: 1500 hrs (IST) Venue: MMTC Ltd., Colaco Building, Swatantra Path, Vasco Da Gama		
4.	Agreement for Preparation of Detailed Project Report Annexure-I	Annexure-I		<p>The agreement does not include a clause limiting the Consultants liability. Limitation of Liability clauses are a standard part of Client – Consultant contracts and as per our understanding, are typically included in consultant agreements entered into by Government of India entities and various State Government and State Government entities. We suggest the following clause is included in the Agreement:</p> <p><b>“Limitation of the Consultant’s Liability towards the government</b> Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of Sub-consultants, in carrying out the Services, the Consultant, with respect</p>	<p>A new clause is added as under: <b>LIABILITY OF THE CONSULTANT</b> The Consultant’s liability under this Agreement shall be determined by the applicable Laws and the provisions hereof.</p> <p>(a) The Consultant shall, subject to the limitation 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.</p> <p>(b) 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.</p>

			<p>to damage caused by the Consultant to the Government's property and any other matter related to or arising out of the Services or this contract, shall not be liable to the Government:</p> <p>(a) For any indirect or consequential loss or damage; and</p> <p>(b) For any direct loss or damage, that exceeds the total payments for Professional Fees made to the Consultant under this Contract."</p>	
5.	<p>Clause 3 (Scope of Work) Sub-Clause 3.2 and 3.2.1 Agreement for Preparation of Detailed Project Report Annexure-I</p>	<p>3.2 Project Screening Report (PSR)</p> <p>3.2.1 Demand Assessment Study</p> <p>(iv) Comprehensive study on the existing and proposed logistical network from Vasco Da Gama, Goa to various procurement centres / Markets.</p> <p>(v) List of top prospective clients for the said project.</p>	<p>Towards streamlined completion of the project it is suggested that this clause be modified as follows:</p> <p>3.2 Project Screening Report (PSR)</p> <p>(iv) Comprehensive study on the existing and proposed logistical network from Vasco Da Gama, Goa to 4 National and 2 International procurement centres / Markets.</p> <p>(v) List of top 20 prospective clients for the said project.</p>	<p>The suggestion made specifying details with respect to the studies is accepted with minor changes. The modified clause 3.2.1 (iv) &amp; (v) is reproduced below:</p> <p>(iv) Comprehensive study on the existing and proposed logistical network from Vasco Da Gama, Goa to minimum 4 National and 2 International procurement centres / markets.</p> <p>(v) List of 20 prospective clients and their contact details for the said project.</p>
6.	<p>Clause 5 (Payment Terms /</p>	<p>No payment shall be due for the next stage till the Consultant completes, to</p>	<p>Towards ensuring that the project is carried out by the Consultant within</p>	<p>In the case that the Consultant does not receive any comments from the authority</p>

	Schedule) of Agreement for Preparation of Detailed Project Report (Annexure-I)	the satisfaction of MMTC, the work pertaining to the preceding stage. MMTC shall pay to the consultant, only the undisputed amount. MMTC shall cause the payment due to the Consultant to be made within 30 (Thirty) days after the receipt by MMTC of duly completed bills with necessary particulars (the "Due Date").	<p>the expected time frame, it is suggested that the clause is amended as follows:</p> <p>No payment shall be due for the next stage till the Consultant completes to the satisfaction of MMTC, the work pertaining to the preceding stage, MMTC shall pay to the Consultant, only the undisputed amount.</p> <p>MMTC shall cause the payment due to the Consultant to be made within 30 (Thirty) days after the receipt by MMTC of duly completed bills with necessary particulars (the "Due Date")</p> <p>In the case that the Consultant does not receive any comments from the Authority within a period of 15 days of submission of deliverable, the said deliverable shall be deemed to be accepted and payment for this deliverable shall be payable by Due Date.</p>	within a period of 45 days of submission of deliverables (Except the last deliverable for which the period will be 60 days), the said deliverables shall be deemed to be accepted and payment for this deliverable shall be payable by due date.
7.	Clause 3 (Scope of Work) of Agreement for Preparation of Detailed Project Report Annexure-I	--	<p>The type of development proposed at the site is unclear from the tender document.</p> <p>We request the Authority to clarify whether any particular type of development is envisaged for the property. This insight would enable</p>	The type of development could be warehousing. However, the consultant is free to suggest any other suitable commercial project.

			interested bidders in responding to the tender in a better fashion.	
8.	Clause 1 of Tender	This portion occupies roughly 1 acre of the land. The balance 2.5 acres of the land is vacant without any structures. Presently, the 36 flats housed in six two storied buildings are vacant and in a dilapidated condition. The objective is to utilize the land to derive commercial value for the property.	Request the Authority to confirm whether 1 acre of land currently being used for residential flats will be demolished and used for commercial purpose.	The construction in about 1 acre of land will need to be demolished and thus the entire area of about 3.5 acres is proposed to be put to commercial use.
9.	Clause 5 of Tender	Price Bid	Request the Authority to clarify whether the selection will be based on financial bid only. In case the selection will be based on QCBS, please clarify the weightage of scores obtained in technical evaluation and financial bid.	As regards the mode of selection, the basic criteria would be financial bid submitted. In other words, all the bids which are technically qualified would be rated at par and the financial bid would be criteria for selection.
10.	Clause 5 of Tender	The Consultant shall be paid for its services as per the Payment Terms/Schedule as per the following payment terms <ul style="list-style-type: none"> <li>• 10% against submission of Concept Report</li> <li>• 20% against submission of Draft Screening Report</li> <li>• 20% against submission of Final Screening Report</li> <li>• 20% against submission of draft Project Master Plan &amp; DPR</li> <li>• 30% against approval of Final Project Report</li> </ul>	Request the authority to kindly change the payment schedule as significant cost will be incurred in the initial phase <ul style="list-style-type: none"> <li>• 10% of the contract value as mobilization advance</li> <li>• 10% of the contract value against submission of Concept Report (CR)</li> <li>• 30% of the contract value against submission of Draft Screening Report (DSR)</li> <li>• 20% of the contract value against submission of Final Screening Report (FSR)</li> <li>• 20% of the contract value against submission of draft</li> </ul>	This clause is amended as under:  The Consultant shall be paid for its services as per the Payment Terms/Schedule as per the following payment terms <ul style="list-style-type: none"> <li>• 10% against submission of Concept Report</li> <li>• 25% against submission of Draft Screening Report</li> <li>• 20% against submission of Final Screening Report</li> <li>• 20% against submission of draft Project Master Plan &amp; DPR</li> <li>• 25% against approval of Final</li> </ul>

			<p>Project Master Plan &amp; Detailed Project Report</p> <ul style="list-style-type: none"> <li>• 10% of the contract value against approval of Final Project Report (FPR) by MMTC</li> </ul>	Project Report
11.	Clause 11 of Tender	<p>The Consultant shall obtain MMTC's prior approval in writing before taking any of the following actions:  A entering into a sub contract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by MMTC prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub Consultant and its Personnel pursuant to this Agreement, or</p>	<ul style="list-style-type: none"> <li>• Request the Authority to confirm whether consortium is allowed.</li> <li>• Request the Authority to delete or relax the criteria as some parts such as architectural or structural might require sub-contracting to technical/architectural firms.</li> </ul>	No Change.
12.	Clause 4 of Tender	Technical Criteria	Please provide list of Key personnel envisaged for this assignment and weightyge given to their qualification. Kindly also provide the minimum qualification and experience requirements for the key personnel.	The technical criteria has been defined in Clause 4 of the Tender. For further details, kindly refer to clarification/amendment against SI.No.2 above.
13.	--	--	We kindly request to you provide the index map for orientation or preliminary overview	A copy each of Map – I [showing location of Headland Sada, Murmugao Port Trust (MPT) and Dabolin Airport which are all in South Goa Distt.] and Map – II [showing location of Panjim City and MPT], which are self-explanatory, are enclosed to this Addendum No.2



14.	Clause 4 of Tender	Technical Criteria	Please provide the Marking criteria and the Minimum qualification criteria for getting Technically qualified	The technical criteria has been defined in Clause 4 of the Tender. For further details, kindly refer to clarification/amendment against SI.No.2 above.
15.	Clause 4 of Tender	Technical Criteria	Please explain the selection method for this project ?	The technical criteria has been defined in Clause 4 of the Tender. For further details, kindly refer to clarification/amendment against SI.No.2 above.
16.	Clause 4 of Tender	Technical Criteria	We would like to get a clarification on weightage for Technical and Financial proposal	The technical criteria has been defined in Clause 4 of the Tender. For further details, kindly refer to clarification/amendment against SI.No.2 above.

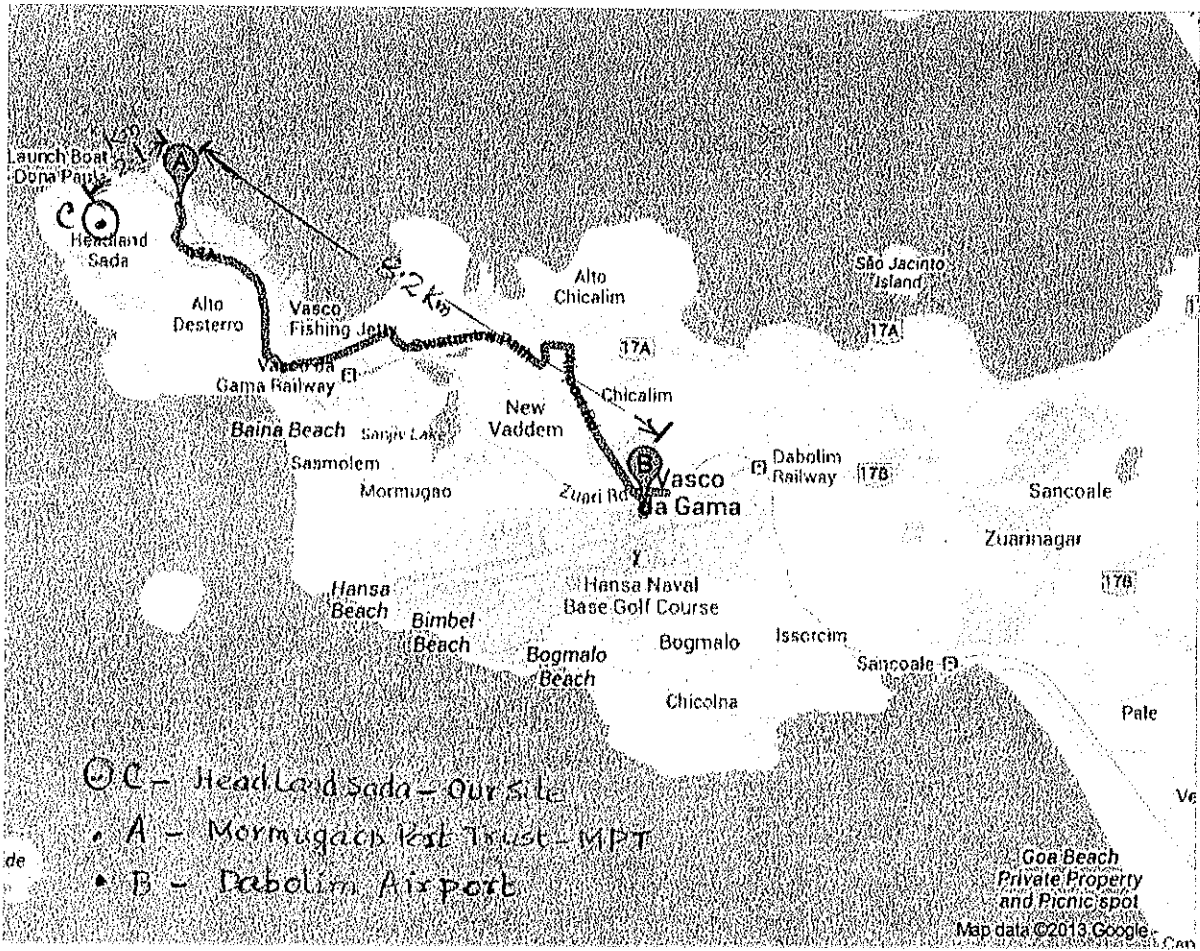
Encl: Map-I & Map-II – Refer SI. No.13 above.

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Google

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MAP-I



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MAP - II

To see all the details that are visible on the screen, use the "Print" link next to the map.

