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Letter No./ CORRIG. /CMDC/2013-14/ Raipur, Date : 16.07.2014

CORRIGENDUM
TENDER NOTICE

Tender Notice No.: Bid No. CMDC/Coal/2014/0 , Dated : 12.06.2014
Purpose of Tender : Appointment of "TRANSACTION ADVISOR" for selection of Mine Developer Cum Operator (MDO) for Gare Pelma Sector-1, Coal Block in District Raigharh, Chhattisgarh, India.

After careful consideration of the representations/suggestions received from various interested bidders on or before the pre-bid conference on 07.07.2014, CMDC has taken a considered view on such representations/suggestions. The same has been uploaded in CMDCs website http://www.cmdc.co.in and cgstate.gov.in on 17.06.2014.

Bidders may submit the proposals accordingly. Last date for submission of tender shall remain same i.e. 02.08.2014.

For and on behalf of CMDC Ltd.
Managing Director

S. No.	Clause of the Tender Document	Existing Provision of the Tender Document	Bidders' Request/Suggestion for modification/Amendment	CMDC's Response
1	Chapter-2: Scope of Work (Point 1, Page 5)	Transaction Advisor shall evaluate the details of various models which are feasible for development of mine through MDO route and will make a detailed presentation before CMDC management.	We are not required to do any cost benefit analysis at this stage and it is limited to qualitative evaluation of the various models.	This clause now stands amended as under : "The Transaction Advisor would present the various models that can be used for the mine development, highlighting the feasibility of implementing each such model, along with the respective advantages & disadvantages. No cost benefit analysis is expected to be made."
2	Chapter-2: Scope of Work (Point 3, last bullet, Page 5)	Identifying Key Performance Areas (KPAs) for monitoring and evaluate the performance of the MDO including the methodology for monitoring KPAs.	TA will be responsible only for identifying the KPAs or shall not include assisting CMDC in implementation of this monitoring and evaluation process. Also, by 'methodology' we understand it is limited to document the process to monitor KPA and not the actual monitoring process or identifying how monitoring needs to be undertaken.	This clause now stands amended as under : "Identifying Key Performance Areas (KPAs) for monitoring and evaluating the performance of the MDO, including the methodology for monitoring KPAs."
	Chapter-2: Scope of Work (Point 5)	Transaction Advisor (TA) shall under take Submission of Draft Bid Document covering two stages technical and financial evaluation process for study & approval by CMDC. On approval of the Draft Bid Document, Transaction Advisor will assist in issue of the Notice Inviting Tender for selection of MDO through press notification in news papers and in company website by CMDC. TA will depute his representatives for surfing and down loading the Status of Tenderer in CMDC premises.	Please elaborate the term "surfing and downloading status of the tenderer". Also, please mention the number of days and representatives that need to be deputed to CMDC premises. We suggest that issuance of NIT, notification in newspapers and on company's website shall be undertaken by CMDC. TA shall only guide through the process as per requirement. The cost of publishing the NIT in newspapers and on website shall be borne by CMDC.	This clause now stands amended and the following phrase is now removed from the Scope of Work of the Transaction Advisor– "TA will depute his representatives for surfing and down loading the Status of Tenderer in CMDC premises." This is to clarify that, under this provision, in relation to assisting in issue of the Notice Inviting Tender for the selection of MDO, the selected Transaction Advisor will only be required to assist in drafting of the Notice Inviting Tender (NIT). The actual issue of the NIT will be undertaken by CMDC. The cost of publishing the NIT would be borne by CMDC. The selected Transaction Advisor is expected to deploy the team on-site as required during the delivery of the engagement, but definitely during the evaluation process, and during discussions on the draft documents and during meetings as and when may be desired by CMDC. However, other provisions regarding the Transaction Advisor's scope of work under this Point 5 remains unchanged
3	Chapter-2: Scope of Work (Point 11)	The Transaction Advisor shall advise & assist CMDC for obtaining the approvals from competent authorities on terms and condition for engagement of MDO for development of Gare Pelma, Sector 1 Coal Block. (If required).	TA would be required to present before competent authority to help secure approvals but the responsibility for obtaining these approvals shall be of CMDC. TA shall not be responsible for obtaining any approvals and clearance for the project.	This clause stands deleted now.

4	Clause 3.1 (A) (b): Pre Qualifying Criteria, Page -7	The bidder should have an experience of providing consultancy/ advisory services in India for at least 10 years.	The bidder should have an experience of providing consultancy/advisory services in India for at least 5 years.	No change has been considered.
5	Clause 3.1 (A) (c): Pre Qualifying Criteria, Page -7	The bidder should have successfully completed the bid process for selection of a reputed Mine Development-cum Operator (MDO) for at least 01 (one) coal mine in India.	The bidder should have successfully completed the bid process for selection of a infrastructure/power sector Project in India.	No change has been considered.
6	Clause 3.1 (A) (c) Note:	Bidder must provide documentary evidence from the client i.e. copy of Work Order, Agreement copy and completion certificate from the client, etc., for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal, as required in the prequalification criteria in the bid documents.	Whether Transaction Advisor is required to submit all the three i.e. Work Order, Agreement copy and completion certificate of any one or two of the document is sufficient. Also can final payment invoice can be provided in spite of completion certificate.	This clause now stands amended as under : Bidder must provide documentary evidence from the client, i.e., copy of Work Order or copy of contract or Agreement and completion certificate from the client or proof or payment of final invoice for the said engagement for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal, as required in the prequalification criteria in the bid document.
7	Clause 3.1 (B) (a): Turnover	The Annual turnover of the Bidder from consultancy/ advisory services should be a minimum of Rs. 50 cr in any of the last 03 (three) audited financial years (i.e., 2010-11, 2011-12 or 2012-13).	The Annual turnover of the Bidder from consultancy/ advisory services should be a minimum of Rs. 20 cr in any of the last 03 (three) audited financial years (i.e. 2010-11, 2011-12 or 2012-13).	No change has been considered.
8	Clause 3.1 (C): Proposed Team for the Engagement – Team Leader (Experience)	At least 10 years of experience in the Power/Coal sector in the area of PPP advisory, involving Bid Process Management, Bid Evaluation and design of PPP Frameworks in Power or Coal Sector; should have experience in the subject of developer/ operators for power project or in selection of MDOs for Coal block; should necessarily have been involved in the selection of atleast one MDO.	At least 10 years of experience in the Power/Coal sector in the area of PPP advisory, involving Bid Process Management, Bid Evaluation and design of PPP Frameworks in Power or Coal Sector; should have experience in the subject of developer/ operators for power project or in selection of MDOS for Coal block.	The prior experience for the Team Leader is revised as follows: At least 10 years of experience in the Power/Coal sector in the area of PPP advisory, involving drafting of bidding documents (including RFQ and RFP), Bid Process Management, Bid Evaluation and design of PPP Frameworks, should have experience in the selection of developer /operator of power project or in selection of MDO for Coal Block; should necessarily have been involved in the selection of atleast one MDO for coal block.
9	Clause 3.1 (C)	The Bidder should fulfil the above technical and financial qualifications on its own and not in association or consortium with any other person or entity. The bidder is also expected to have the eligible resources as detailed in the preceding table, on its full time roll, apart from the Legal Expert. The Bidder can associate with eligible individual / firms for the position of the Legal	Since the requirement of team members is from financial/ consulting background and mining/ coal engineering background, we request you to allow bidders to form consortium. This will also help in synergy of expertise from the industry.	The Bidder should fulfil the above technical and financial qualifications on its own and not in association or consortium with any other person or entity. The bidder is also expected to have the eligible resources as detailed in the preceding table, on its full time roll, apart from the Legal Expert and the Geologist. The Bidder can associate with eligible individual / firms for the position of the Legal expert and Geologist.
	Proposed team for the engagement (Page no. 7, Sub clause-C of 3.1 of	Team Leader, Coal PPP Expert, Mining Engineer, Geologist, Financial Experts, Legal Expert (can be an independent expert, forming a part of the proposed engagement team)	Requested for relaxation of the condition "Team Members to be working on the roll of Organization."	

	Chapter-3)			
10	Clause 3.2 (A) Sl. No. (1) - Qualifying Criteria	Bidder who has successfully completed the Transaction Advisory services (End to End Services) in selection of developer for Coal blocks.	Bidder who has successfully completed the Transaction Advisory services (End to End Services) in selection of Developer for a Power sector/infrastructure Projects For 1 completed eligible project. For 2 completed eligible projects For 3 or more completed eligible projects	No change has been considered.
11	Clause 3.3: Quality & Cost Based Selection (QCBS) – last paragraph	Interested bidders bidding for this tender should not have any pending litigation or ongoing dispute either with the State Govt. of Chhattisgarh, or CMDC or with any other State Government entity.	An undertaking in this regard shall be sufficient and we would not be able to provide any proof towards clause 3.3	The last para of this clause i.e." Interested bidders bidding for this tender should not have any pending litigation or ongoing dispute either with the State Govt. of Chhattisgarh, or CMDC or with any other State Government entity." is deleted.
12	Clause 6.5 (I): Procedure for submission of Tender	The Bidder is required to submit the EMD of Rs. 2,00,000/- (Rs. Two lakh only) along with the bid documents in the form of a crossed bank demand draft (or Bankers cheque in case of local parties), in favour of CMDC Ltd., payable at Raipur from any nationalized / scheduled commercial bank or in the form of Bank Guarantee as per Annexure-D.	Contract value of the project is not very high. So requested to bring down the EMD value in the range of Twenty Five Thousand to Fifty Thousand (Rs. 25,000 - Rs. 50,000)	No change has been considered.
13	Clause 7.6: Fee & Charges (Page-25)	Bidder shall quote lump sum fee for the whole scope of work defined in this Bid document for the selection of Mine Developer Cum Operator (MDO) for the mining of coal from the allotted Gare Pelma Sector-1 Coal block of CMDC for the work including tours & travels charges, and all taxes & duties (including service tax) as per Price Schedule Format (Part-II of Bid document)	Financial bids should be exculsive of any indirect taxes thereon and OPE(out of pocket expenses), for a fair and objective evaluation of the bids submitted by applicants .	This clause now stands amended as under : The Bidder is expected to quote a lump sum amount for fees for the entire scope of work as amended through this clarification, inclusive of all expenses, including tours and travel charges. However, all statutory taxes and duties (including service tax) will be reimbursed by CMDC on actual basis at the prevailing rates at the time of payment by CMDC. The revised Price Schedule Format (Part-II of the Bid Document) is attached at **Annexure-"A"** to this amendment/ clarification.
14	Clause 5.8: Indemnification	The TA assumes responsibility for and shall indemnify and save harmless the CMDC from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the TA's obligations under the contract, or for which the TA has assumed responsibility under the contract, including those imposed under any contract, local or national laws, or in respect of all salaries,	We request to cap the liability and indemnity of the consultant for non performance to the total fee for the consultancy service.	The desired clarification is as under : This is to clarify, that the indemnification by the Transaction Advisor under this provision shall be capped to a maximum of the contract value of the engagement.

		wages or other compensation of all persons employed by the TA in connection with performance of any work covered by the contract. The TA shall execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and to protect the CMDC. The CMDC shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by the Consultant under this contract.		
15	Clause 8.0: Payment Terms	Payment shall be made as per the following schedule: (i) 20% of the contract fee shall be released after the advertisement of Bid documents for selection of MDO.(After preparation and submission of Bid document to CMDC) (ii) 20% of the contract fee shall be released based on presentation of Techno-commercial comparative statements and their appraisals to the CMDC and after receipt of the written approval of the CMDC. (iii) 20% of the contract fee shall be released based on presentation of Price Bid evaluation and their appraisals to the CMDC and after receipt of the written approval of the CMDC. (iv) 40 % of the contract fee shall be released after execution of Contractagreement between CMDC and selected MDO.	Requested for payment as per the following schedule: (i) 25% after draft bid document is submitted. (ii) 20% after final bid document is submitted. (iii) 15% after submission of Bid Evaluation report on qualification proposal and acceptance thereof by CMDC. (iv) 15% after submission of clarification corrigenda (to be issued to the bidders) post techno commercial bid. (v) 15% after submission of bid evaluation report on techno commercial bid and acceptance thereof by CMDC. (vi) 10% after evaluation of price bid and negotiation on price bid and acceptance thereof by CMDC.	This clause now stands amended as under : The terms of payment are hereby revised and linked to the following milestones to be achieved by the Transaction Advisor: **25% of the contract fee**shall be released after the submission of the draft bid documents (which may include but not limited to the RFQ, RFP, draft MDO Agreement); **10% of the contract fee**shall be released on acceptance of the revised bid documents by CMDC, after incorporating comments and suggestions of CMDC on the drafts submitted earlier; **15% of the contract fee**shall be released on acceptance of the Transaction Advisor's evaluation report of the responses of thebidders to the RFQ document **10% of the contract fee**shall be released on submission of final RFP / MDO Agreement, after incorporating agreed suggestions from bidders, including submission of necessary clarifications/ corrigendum during this process; **25% of the contract fee**shall be released on acceptance by CMDC of the evaluation report of the bids in response to the RFP and price evaluation; and the balance **15% of the contract fee** shall be released after issue of the Letter of Intent (LOI) to the selected MDO.
16	Clause 3.2 (EVALUATION FRAMEWORK) Chapter 3	30 marks shall be awarded for "Consultants Approach and Methodology for the engagement"	Requested to reduce the marks for Approach and Methodology and allot marks for "Turnover of the Firm "which is one of the qualifying criteria.	Bidder is required to make a presentation before the committee of CMDC on Approach and Methodology for the engagement after completion of pre-qualification

17	Clause 4.2 (OBLIGATION OF TRANSACTION ADVISOR) Chapter 4	Transaction advisor has to submit a report on approach for development of Gare Pelma Sector-1 Coal block by MDO and its capabilities assessment methodology to be adopted for selection of the potential MDO.	No time has been allotted for this activity in the Time Schedule.	20 days from the date issue of work order/agreement.
18	Proposed team for the engagement (Page no. 7, Sub clause-C of 3.1 of Chapter-3)	Team Leader, Coal PPP Expert, Mining Engineer, Geologist, Financial Experts, Legal Expert (can be an independent expert, forming a part of the proposed engagement team)	(1) Can an advisor to Transaction Advisor be proposed as a team member for this assignment. (2) Can one team member be proposed under 02 (two) categories.	No. This is not allowed . No. This is not allowed .
19	Obligation of transaction advisor Page no. 12 Chapter-4, Point-4.2 (h)	Transaction Advisor or any of their affiliates will not be hired for any assignment, which by its nature may be in conflict with another assignment of the consultant. The TA has to give a suitable undertaking to that effect.	Please provide a format for such undertaking.	The format for such undertaking is attached at **Annexure-B** to this amendment/ clarification.
20	Obligation of transaction advisor Page no. 13 Chapter-4, Point-4.2 (j)	Time schedule for preparation & Submission of Bid documents and Selection of MDO is as given below	Please elaborate the consequences for delay on part of CMDC. Also, as per our experience, we understand that similar engagements may face delays due to various reasons which are not in control of CMDC or the TA, In such situations, we suggest that there should be a time-limit for the engagement for which the TA shall provide its price quote. Beyond such time-limit, TA shall be eligible to separately quote a lump-sum fee or per month retainer fee for extension of the engagement.	No change has been considered.
21	Tender Notice Page no.1	Bid submission date	We request to extend the submission of the bid by at least two weeks.	No change has been considered.

Annexure-"A"

PART-II
(Price Bid)

FORMAT FOR SUBMISSION OF PRICE BID

S.No.	Description of Scope of Work	Amount in Rs.	
		Rs. in Figure	Rs. in words
1.	Lumsum fees for entire scope of work as defined in Bid document for the selection of suitable Mine Developer Cum Operators (MDO) for the mining of coal from the allotted Gare Pelma Sector-I Coal Block of CMDC in Raigarh District (C.G.)		
	Total		

Note: ***Rate shall be quoted in ink only. Rates shall be indicated in figures as well as in words. In case of any discrepancy/ ambiguity, the Rates quoted in words shall be considered as correct.***

I hereby certify that the rates quoted above are inclusive of all charges for carrying out consultancy charges for appointment of MDO for GARE PELMA SECTOR-I Coal Block but excluding all statutory taxes and duties (including service tax).

Signature of Bidder
With Date and Seal

Annexure-"B"

Format for undertaking for Declaration for conflict of interest

To,

The Managing Director,
Chhattisgarh Mineral Development Corporation Ltd.
Sonakhan Bhawan, Ring Road No.-1,
Raipur (Chhattisgarh)

Sub: Declaration for conflict of interest.

"The bidding entity for this engagement is XXXXXX. XXXXXX is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory (strike out as applicable).

I, XXXXXXXX, Executive Director/Director of XXXXXX, do hereby declare that after using standard commercially reasonable conflict checking procedures, nothing has come to our attention which would cause us to reasonably believe that members of the Board of our entity, or the project team members under this engagement, are indulged in activities which can be termed as conflicting activities in terms of [Insert Clause reference] of the tender dated [Insert Date]."

We further confirm that in case we are selected as successful bidder and engaged by CMDC, we would not advise any other party on bid advisory concerning to Gare Pelma II Coal Block till the time our engagement with CMDC continue under this tender.

Signature of the authorised signatory
(with name & seal)