CORRIGENDUM TO TENDER NO. IIMM/INFRA/01/2023-24

Selection of Transaction Advisor from the panel of DEA empaneled Transaction Advisors for Development of Fintech Centre and allied facilities for Students and Faculty at Indian Institute of Management – Mumbai on Appropriate Public Private Partnership mode dated 10th November 2023

Publish Date: 23rd November 2023

Note to Reader: Clauses of the RFP which are **new/added** or have been **modified/changed** are <u>underlined/removed</u>, rest of the attached clauses/sections shall remain same as provided in the RFP published on 10th November 2023

Page No.	Old Clau	ise		New/ Modified Clause						
	Some imp	portant dates for this tender process are as f	ollows:	Some important dates for this tender process are as follows:						
4	S. No. 6	Event Description Last date for Submission of Technical Bid + Financial Quote (Hard copy only), in the office of Chief Administrative Officer, IIM Mumbai. Opening of Technical Bids	Date 08/12/2023 by 5.00 p.m. 11/12/2023 (time will be	S. No. 6	Event Description Last date for Submission of Technical Bid + Financial Quote (Hard copy only), in the office of Chief Administrative Officer, IIM Mumbai. Opening of Technical Bids	Date 15/12/2023 by 5.00 p.m. 18/12/2023 (time will be				
		s undertaken. approx. area available for development of p	intimated)		undertaken. pprox. area available for development of pr Project Components*	intimated)				
_	S. No.	Project Component	Area in Acres	1 Allied F	Fintech Centre	2.5 (approx.)				
7	1	Fintech Centre	2.5 (approx.)	2 3 4	Housing Recreational/ Entertainment space Common and Community Areas	2.5 (approx.)				
				(*) The co	omponents are to be created at four separate campus	e areas identified at IIM				
12		eligible for evaluation of its proposal, the I l Criteria (Domestic (in India))	Bidder shall fulfil the following		eligible for evaluation of its proposal, the Criteria (Domestic (in India))	Bidder shall fulfil the following				

Page No.	Old Clause						New/ Mod	dified	Clause					
	S. No. Criteria B Annual financial turnover from Consultancy Services during the each of last three years, ending 31st March of the previous financial year, should be at least INR 200.00 Crore Documentary Evidence to be provided Certificate signed by Statutory Auditor							Criter	ia age annual fir	nancial tur	t	Documentary to be provide Certificate	d	
								Advis last t Marc	sory/Consultanthree financianthree f	ncy Servic al years, c evious fina	ending 31st ancial year,	statutory Au		
								ised F	orm 3C provi	ded in the	corrigendum			
12	formats prov	idder(s) will sub ded in the RFP.	-		spect to cla	use 5.2 in the	Clause 8.3 provided i			it the respon	ses with respect	to clause <u>8.2</u>	2 in the formats	
	SECTION –	II: INSTRUCTIO	N TO BIDI	DERS			SECTION – II: INSTRUCTION TO BIDDERS							
	19.1 Key Personnel						19.1 Key Personnel							
	Position	Years of Experience	No of projects in relevant sectors	Qualification		Weightage	Position		Years of Experience	No of projects in relevant sectors	Qualification	Marks	Weightage	
21	Team Leader/PPP Expert	14	4	MBA	10	As per 19.1.1	Team Leader/P Expert	PPP	14	4	MBA	10	As per 19.1.1	
	Finance Expert	10	4	MBA (Finance) or CA	7	As per 19.1.2	Finance Expert		10	4	MBA (Finance or CA	<u></u>	As per 19.1.2	
	Procurement & Contract Expert		4	MBA/LLM	7	As per 19.1.3	Procuren & Cont Expert	racts	10	4	MBA/LLM	7	As per 19.1.3	
	Civil Desig	gn 10	4	M. Tech. in Civil Engineering	7	As per 19.1.4	Civil De Expert		<u>05</u>	04	M. Tech. in Civil Engineering	7	As per 19.1.4	
	Architect	5	4	M. Arch.	5	As per 19.1.5	Architect	t	05	04	M. Arch./ <u>B.</u> <u>Arch.</u>	5	As per 19.1.5	

Page No.	Old Clau	ise		Old Clause								New/ Modified Clause					
	Infrastru	ıcture	5	3	MBA	2	As per	Infrastru Expert	ıcture	5	3	MBA	2	As per 19.1.6			
	Expert Real I Expert	Estate	5	3	MBA	2	19.1.6 2 As per 19.1.7		Estate	05	03	Master's degree in Business	2	As per 19.1.7			
												Administration Master's in Urban & Regional Planning	/				
	Clause 19		lification					Clause 19		lification							
	Sr. No.		fication			Weightag	e e	Sr. No.	Education Qualification Sr. No. Qualification					Weightage			
	1.		ers in Civil E	ingineering	<u> </u>	100%		1.			l Engineering	2	100%				
	No. of Years							No. of Years									
	Sr. No.	No. of Years 13 years and above				Weightag	ge	Sr. No.	No. of Years 8 years and above				Weightage 100%				
	2.				than 13 years	90%		2.				than 8 years	90%				
3	3.				than 12 years	80%		3.				s than 7 years	80%				
.5	4.				than 11 years	70%		4.				than 6 years	70%				
	5.		than 10 years			0		5.	Less than 5 years								
	No. of Relevant Projects in Similar Sectors							No. of Re	elevant	t Projects	in Similar Se	ectors	0				
	Sr. No.		of Years			Weightag	ge	Sr. No.		of Years			Weightag	ge			
	1 1 1	8 and	more			100%		1.	_	d more			100%				
	1.					90%		2.	7				90%				
	2.	7															
	3.	6				80%		3.	6				80%				
		6 5	than 4			80% 70% 0		3. 4. 5.	5	than 4			80% 70% 0				

Page No.	Old Clau	ıse				New/ Mo	New/ Modified Clause					
	S. No.	Criteria			Iaximum Iarks	S. No.	Criteria			Maximum Marks		
	1	consultancy set three financial Rs. 200 Crore	uld have minimum turnover trvices of Rs. 200 Crore in each years in each year – 5 Marks in each year – 10 Marks)	Refer rev	the advisory/c of past three fi Average turn financial year Average turn financial year	nover of Rs. 200 Crore rs – 5 Marks nover of Rs. 500 Crore	in past three in past three	10		
	S. No.	Criteria			Iaximum Iarks	S. No.	Criteria		Maxi Marl			
	5		- qualifications and compete	ences for the a	assignment	5	Key Personnel - qualifications and competences for the assignment					
	5a	Team Leader/F		10)	5a	Team Leader/PPP Expert 10 Finance Expert 8					
	5b	Finance Expert		7		5b	Finance Exper					
26	5c		Contracts Expert	7		5c	Procurement &					
	5d	Civil Design E	xpert	7		5d	Civil Design I					
	5e	Architect		5		5d	Architect	<u>5</u>				
	5f	Infrastructure I	1	2		5e	Infrastructure					
	5g	Real Estate Ex	pert	2		5f	Real Estate Ex	pert	<u>5</u>			
		Sub-Total		40)		Sub-Total 40					
		N – II: PROPOS Proposal Data S	AL DATA SHEET				N – II: PROPOS Proposal Data S	SAL DATA SHEET				
31	Clause. No. o Data Sheet			Description	n	Clause. No. of Data Sheet	Reference of ITB	Particulars	Description			
	8		Estimated type of Key Personnel required	5		8		Estimated type of Key Personnel required	6			
64	1.1. Defi	nitions and Inter	pretation			1.1. Defi	nitions and Inte	rpretation				

Page No.	Old Clause	New/ Modified Clause
	 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them: q) "Sub-Consultant" means any entity to which the Consultant sub- contracts any part of the Services in accordance with the provisions of Clause 4.7; and r) "Third Party" means any person or entity other than the Government, the Authority, the Consultant, or a Sub-Consultant. 	1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them: q) "Sub-Consultant" means any entity to which the Consultant sub- contracts any part of the Services in accordance with the provisions of Clause 4.6; and r) "Third Party" means any person or entity other than the Authority and the Consultant
72	2.11.4. Cessation of Services Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.	2.11.4. Cessation of Services Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.11.1 or 2.11.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.
74	3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, inter alia, time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority	3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, inter alia, time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or

Page No.	Old Clause	New/ Modified Clause
	to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.	indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
	3.7. Reporting obligations	3.7. Reporting obligations
	3.7.1. The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.	3.7.1. The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.
78	3.7.2. The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.	3.7.2. The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.
	7.2.2. Liquidated Damages for delay	7.2.2. Liquidated Damages for delay
85	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 5% (Five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	In case of delay in completion of Services, <u>solely and directly attributable to the Consultant</u> , liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 5% (Five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

Form – 3C: Minimum Turnover of the firm (Refer Clause 8.2 B)

S. No.	Financial Year	Annual Turnover (in Rs. Crore)					
1	FY 2022-2023						
2	FY 2021-2022						
3	FY 2020-2021						
Averag	e for the abovementioned years						
Certific	ate from the Statutory Auditor*						
This is	to certify that	(name of the Applicant) has received the					
paymen	t shown above against the respective y	ears on account of professional fees.					
(Signati	(Signature, name, and designation of the Authorized Signatory)						
Date:	Date:						
Name a	Name and Seal of the firm						

^{*}in case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant

Note: Please do not attach any printed Annual Financial Statement

Chief Administrative Officer IIM Mumbai