

DELHI STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

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(A Govt. Undertaking)

REM Division

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ADDENDUM NO.1 Dated 10.05.2018 to RFP No. DSIIDC/REM/TA/2018 Dated 13 April, 2018

Name of Work: Request for Proposal for Appointment of Transaction Advisor for gainful disposal / optimal Utilisation of vacant land / built up properties of DSIIDC in Narela Industrial Estate and Bawana Industrial Estate; Phase – I & II (Bhorgarh)

In reference to the RFP document No. DSIIDC/REM/TA/2018 Dated 13 April, 2018 uploaded on website <https://govtprocurement.delhi.gov.in> on 13.04.2018 vide Tender ID : 2018_DSIIDC_149149_1, the Clauses of RFP mentioned below stand modified to the extent indicated against each Clause under column ‘modified description of clause’. Other Clauses of RFP which are not mentioned hereinunder shall remain unchanged.

Sl No.	RFP Clause No.	Modified Description of Clause
1.	Clause 3.5 – 1(b)	Clause 3.5 (1) (b) may be read as ‘ Marks will be assigned to the assignment having highest consultancy fee ’
2.	Clause no. 3.5 (i)	The clause 3.5(i) may be read as ‘40% of the point shall be awarded for one similar assignment and 100% points for three (03) similar assignments executed in the last 10 (ten) years . Between the two extremities, marks will on pro-rata basis’.
3.	Clause 3.5(ii)	The clause 3.5(ii) may be read as ‘The assignment having highest assignment cost in respect of each firm shall be given marks as per criteria mentioned under:- Above 5 Crore - 10 marks Above 4 and upto 5 Crore – 9 marks Above 3 and upto 4 Crore – 8 marks Above 2 and upto 3 Crore – 7 marks Above 1 and upto 2 Crore – 6 marks Below 1 Crore – 5 marks “

4.	clause no. 3.5 (2)	The clause 3.5(2)(b) under heading 'Criteria' sub-heading 'Evaluation of Key Personnel' may be read as "Financial Expert" .
	Clause 4.1	Following provision is added to the clause 4.1 'The Micro and Small enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from payment of Bid Security on production of Certificate issued by NSIC for the purpose'.
	Clause 6.1(iii)	Clause 6.1(iii) may be read as 'Annexure-III Format for Financials of Consultancy services provided by Applicant' .
	Clause 6.2(i)	Clause 6.2 (i) stands deleted.
	Clause 6.2(ii)	Clause 6.2(ii) may be read as 'detailed write up of Applicant experience' .
13.	Clause 16.1	Clause 16.1 may be read as under :- 'Scope of Consultancy – The project will be assigned on turn-key basis. Transaction Advisor will be required to undertake tasks related to all aspects of the assignment culminating into successful completion of the transaction and would, inter alia include but not limited to advising and assisting DSIIDC on modalities of gainful disposal / development and optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates and the timing; recommend the need for intermediaries required for the process; help identification and selection of the same with proper Terms of Reference; preparation of all documents like Preliminary Information Memorandum (PIM), Confidential Information Memorandum (CIM), Request for Proposal (RFP), Confidentiality Agreement etc.; structuring the transaction; suggesting measures to fetch optimum sale value; positioning of the strategic sale, inviting and evaluating the bids, assisting and professionally guiding during the Appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates Page15 negotiations with prospective buyers, drawing up the sale/other agreements. The Transaction Advisor will setup a Project Monitoring unit (PMU) which shall be responsible for carrying out consultancy tasks for gainful disposal / development and utilisation of vacant lands / built up properties of DSIIDC spread across Narela and Bawana (Phase I & II) Industrial Estates. A detailed list of properties (provisional) has been compiled and is annexed as Annexure 'X'. The details in this list are only indicative in nature and the Transaction Advisor so appointed will need to crosscheck their correctness during the course of project execution'.
21		The connotation of PMU shall be read as "Project Management Unit" wherever it is mentioned in RFP document.

22.	Clause 16.8	Clause 16.8 may be read as under :-		
		PMU	Minimum Essential Qualification	Experience Requirement
		Team Leader cum Financial Expert	A person should be Graduate with Full Time MBA from recognized premier institution / Registered Chartered Accountant.	At least 10 years' full time experience in handling : a)Real-Estate Transaction Advisory Projects b)Urban Town Planning Projects c)Central & State Government/PSUs Transaction Advisory Projects of more than 1 crore d) Knowledge of Govt. Rules & Procedures. e) Knowledge of Public Procurement Procedures
		Urban Planning Expert	A person should be Graduate with Full time Master's degree in Urban Town Planning from recognized institution	Atleast 07 years' full time experience in handling: a) Real-Estate Transaction Advisory projects. b) Urban Town Planning project. c) Central & State Govt./PSUs transaction advisory projects of more than 01 crore. d) Knowledge of Govt. Rules and procedure. e) Knowledge of Public Procurement Procedures.
		Bid Process Management Expert	A person should be Graduate with Full time MBA from recognised premier institution/registered chartered accountant	Atleast 07 years' full time experience in handling: a) Real-Estate Transaction Advisory projects. b) Urban Town Planning project. c) Central & State Govt./PSUs transaction advisory projects of more than 01 crore. d) Knowledge of Govt. Rules and procedure. e) Knowledge of Public Procurement Procedures. f) Good Knowledge of drafting in all type of documents.

23.	Clause 16.10	<p>Clause 16.10 may be read as under:</p> <p>“Post award Contract Monitoring: After the award of contract, the DSIIDC will monitor the performance of Transaction Advisor/PMU. The Transaction Advisor/PMU will have to mandatorily report progress of tasks being performed by it every week to the designated Official nominated by DSIIDC. However, Transaction Advisor / PMU, for effective and efficient accomplishment of tasks, can contact / meet any concerned officers of DSIIDC as and when required by them, subject to availability/convenience. During the contract period, the PMU will be provided with adequate office space by DSIIDC on temporary basis. However, Transaction Advisor/PMU will have an option to function either from space provided by DSIIDC or make their own arrangement of office space. In case TA/PMU opts for its own office space, it shall be conveniently located in Delhi/NCR so that PMU can be contacted on short notice.”</p>									
24.	Clause no. 17 (B)	<p>The heading of second column of clause 17(B) may be read as ‘percentage of consultancy fee’.</p> <p>.</p>									
26.	Clause 17A	<p>Clause 17 (A) Time schedule of selection process, SI No. 5,6,7 may be read as</p> <table border="1" data-bbox="674 663 1957 951"> <tr> <td data-bbox="674 663 752 754">5</td> <td data-bbox="752 663 1261 754">Proposal due date for submission (Technical and Financial Proposals)</td> <td data-bbox="1261 663 1957 754">28.05.2018 upto 3 pm online on procurement portal</td> </tr> <tr> <td data-bbox="674 754 752 839">6</td> <td data-bbox="752 754 1261 839">Opening of Technical proposal</td> <td data-bbox="1261 754 1957 839">29.05.2018 at 3 pm at DSIIDC (Hq)</td> </tr> <tr> <td data-bbox="674 839 752 951">7</td> <td data-bbox="752 839 1261 951">Presentation by Technically qualified applicants</td> <td data-bbox="1261 839 1957 951">11.06.2018 at 11 am at DSIIDC(Hq.)</td> </tr> </table>	5	Proposal due date for submission (Technical and Financial Proposals)	28.05.2018 upto 3 pm online on procurement portal	6	Opening of Technical proposal	29.05.2018 at 3 pm at DSIIDC (Hq)	7	Presentation by Technically qualified applicants	11.06.2018 at 11 am at DSIIDC(Hq.)
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30.	Annexure ‘I’ of RFP (Technical Proposal Submission Letter)	<p>Para 11 of Annexure-I may be read as:</p> <p>“We further certify that no investigation by a regulatory authority is pending either against us or any of our Partners, Senior Directors/Managers/ employees who would be working on the proposed assignment under this agreement/RFP.”</p>									

29	Annexure 'X' of RFP	<p>In Annexure 'X', following vacant land may be read as addendum to the list :-</p> <ol style="list-style-type: none"> 1. Community Centre, Sector 3, Pocket A, Bawana Industrial Area – 7.99 Hectr. 2. Commercial Space, Sector 3, Cluster 'G', Bawana Industrial Area – 0.10 Hectr. 3. Commercial Space, Sector 3, Cluster 'E', Bawana Industrial Area – 0.10 Hectr. 4. Land for Primary school between Pocket A & B, Sector 1, Pocket A, Housing Complex, Bawana Ind. Area – 0.082 Hectr. 5. Community Centre Block No. 7, Housing pocket, Bawana Ind. Area – 0.075 Hectr.
30	Clause 21	<p>Clause 21 may be read as under:</p> <p>“ARBITRATION</p> <ol style="list-style-type: none"> 1. In the event of any dispute between the parties hereto arising out of or in any way touching or concerning this agreement (except those whereof are otherwise hereinbefore provided for), disputes or differences shall be referred for adjudication through arbitration by a sole Arbitrator appointed at the sole discretion of MD, DSIIDC. If the Arbitrator so appointed is unable or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed in the manner aforesaid. Such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. 2. It is a term of this agreement that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the rejection by DSIIDC of the appeal. 3. It is also a term of this agreement that no person, other than a person appointed by DSIIDC, as aforesaid, should act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to Arbitration at all. 4. It is also a term of this agreement that if the Transaction Advisor does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 60 (sixty days) days of receiving the intimation from the Officer-in-charge that the final bill is ready for payment or the Final bill is paid to him, the claim of the Transaction Advisor shall be deemed to have been waived and absolutely barred and the DSIIDC shall be discharged and released of all liabilities under the contract in respect of these claims. 5.

		<p>5. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>6. It is also a term of this contract that the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claim by any party exceeds Rs.1,00,000/- (Rupees one Lakh), the Arbitrator shall give reasons for the award.</p> <p>7. It is also a term of the agreement that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.</p> <p>8. 8. It is also a term of the agreement that the Arbitrator shall be deemed to have entered into reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the Arbitration shall be New Delhi. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be the discretion of the Arbitrator who may direct party and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.”</p>
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