



CORRIGENDUM – II

SELECTION OF CONSULTANT FOR PREPARATION OF COASTAL MASTER PLAN FOR KARNATAKA

Date: 15th July, 2015

The Empowered Committee-Karnataka Tourism Vision Group (“EC-KTVG”) by way of this **Corrigendum - II** is making the following additions/deletions/amendments/ clarifications to the Instruction to Bidders (ITB) and Draft Contract issued on 18th June, 2015 for the above said Assignment.

i. Instruction to Bidders

S.No.	Clause No.	Section Name	Original Clause				Modified Clause			
1.	Section 1, Clause No. 1.3	Schedule of Selection Process	The Proposal Due Date is 13 th July 2015 at 16:00 Hours.				The Proposal Due Date has been extended to 20th July 2015 on or before 16:00 Hours.			
2.	Section 1, Clause 3.1.1 (D)	Key Personnel- GIS Expert	Length of Professional Experience	Educational Qualification	Experience	Responsibility	Length of Professional Experience	Educational Qualification	Experience	Responsibility
			5 years	Masters in GIS	Should have experience in preparation of GIS including base maps and geo databases	He would be responsible for mapping of all the identified tourism development sites on a GIS platform.	5 years	Bachelors in Geography/ Geology or equivalent with relevant experience	Should have experience in preparation of GIS including base maps and geo databases	He would be responsible for mapping of all the identified tourism development sites on a GIS platform.



ii. Draft Contract

SI No	Clause No	Section Name	Original Clause	Modified Clause
1.	1.1 (k)	Definitions and Interpretation	“Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;	“Personnel” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
2.	1.1 (n)	Definitions and Interpretation	“Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6;	Deleted
3.	1.1 (o)	Definitions and Interpretation	“Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.	“Third Party” means any person or entity other than the Government, the Authority, the Consultant.
4.	3.1.1	Standard of Performance	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority’s legitimate interests in any dealings with Sub-Consultants or Third Parties.	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority’s legitimate interests in any dealings with Third Parties.
5.	3.1.3	Applicable Laws	The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.	The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.
6.	3.2.2	Consultant and Affiliates not to engage in certain	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, shall be disqualified from providing goods,

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SI No	Clause No	Section Name	Original Clause	Modified Clause
		Activities	affiliates , shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.	works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
7.	3.2.3	Prohibition of conflicting activities	Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:	The Consultant nor the Personnel of either shall engage, either directly or indirectly, in any of the following activities
8.	3.2.4	Consultant not to benefit from commissions discounts, etc	The payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole payment in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.	The payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole payment in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and their agents, similarly shall not receive any such additional payment.
9.	3.3	Confidentiality	The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority’s business or operations without the prior written consent of the Authority.	The Consultants & their Personnel shall not, during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority’s business or operations without the prior written consent of the Authority.
10.	3.5.1 (a)	Insurance to be taken out by the Consultant	The Consultant shall, for the duration of this Contract, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant’s, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Contract and in accordance with good industry practice.	The Consultant shall, for the duration of this Contract, take out and maintain at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Contract and in accordance with good industry practice.

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SI No	Clause No	Section Name	Original Clause	Modified Clause
11.	3.5.2 (b)	Insurance to be taken out by the Consultant	employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant , in accordance with Applicable Laws;	employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws;
12.	3.7 (b)	Consultant's actions requiring the Authority's prior approval	entering into a subcontract 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 the Authority 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 Contract;	Deleted
13.	3.9.1	Documents prepared by the Consultant to be property of the Authority	All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.	All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
14.	3.9.2	Documents prepared by the Consultant to be property of the Authority	The Consultant shall, not later than termination or expiration of this Contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Contract without	The Consultant shall, not later than termination or expiration of this Contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Contract without the prior

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SI No	Clause No	Section Name	Original Clause	Modified Clause
			the prior written approval of the Authority.	written approval of the Authority.
15.	3.9.3	Documents prepared by the Consultant to be property of the Authority	The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.	The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.
16.	4.6	Sub-Consultants	Sub-Consultants listed in Annex-2 of this Contract are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.	Deleted
17.	5.1(d)	Assistance in clearances	provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services; and	provide the Consultant, and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services; and



CORRIGENDUM – I

SELECTION OF CONSULTANT FOR PREPARATION OF COASTAL MASTER PLAN FOR KARNATAKA

Date: 1st July, 2015

The Empowered Committee-Karnataka Tourism Vision Group (“EC-KTVG”) by way of this **Corrigendum - I** is making the following additions/deletions/amendments/ clarifications to the Request for Proposal (RFP) issued on 18th June, 2015 for the above said Assignment.

SL No	Clause No	Section Name	Original Clause			Modified Clause		
			S. No.	Description of Milestones	Timelines from the date of signing the Contract	S. No.	Description of Milestones	Timelines from the date of signing the Contract
1.	Section 1, Clause No. 2.2	Timeframe and Deliverables	1	Inception Report including an appraisal of relevant literature, plans and government projects/programs	4 weeks	1	Inception Report including an appraisal of relevant literature, plans and government projects/programs	5 weeks
			2	Baseline Analysis & Development Concept Report	12 weeks	2	Baseline Analysis & Development Concept Report	13 weeks
			3	Draft Coastal Master Plan	16 weeks	3	Draft Coastal Master Plan	17 weeks
			4	Final Coastal Master Plan	18 weeks	4	Final Coastal Master Plan	19 weeks
			5	Detailed Project Memorandum	24 weeks	5	Detailed Project Memorandum	28 weeks
			6	Report on Institutional Framework and Implementation Mechanism	27 weeks	6	Report on Institutional Framework and Implementation Mechanism	30 weeks
			2.	Section 1 , Clause	Eligible Applicants and	A.	Must be a business entity (" Business Entity "). For the purpose of this RFP document, a single Business Entity shall	A.

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SL No	Clause No	Section Name	Original Clause				Modified Clause			
	No. 3.1.1 (A)	Experience	mean any of the following: i. a company registered in India under the Companies Act, 2013; ii. a partnership firm registered under the Indian Partnership Act, 1932;				following: i. a company registered in India under the Companies Act, 2013 or equivalent law abroad ; ii. a partnership firm registered under the Indian Partnership Act, 1932;			
3.	Section 1 , Clause No. 3.1.1 (C)	Eligible Applicants and Experience	In case of a Consortium, the Consultant should meet the following criteria: i. Each member of the Consortium should have completed at least (1) one assignment in any of the following areas in the last (7) seven years covering an area of at least 10,000 acres: a. Development Plan (for a State / District /Township / World Heritage Sites), or b. Eco- Tourism Master Plan, or c. Coastal Master Plan				In case of a Consortium, the Consultant should meet the following criteria: i. Either member of the Consortium should have completed at least (2) two assignments, or ii. Each member of the Consortium should have completed at least (1) one assignment in any of the following areas in the last (7) seven years covering an area of at least 10,000 acres: a. Development Plan (for a State / District /Township / World Heritage Sites), or b. Eco- Tourism Master Plan, or c. Coastal Master Plan			
4.	Section 1 , Clause 3.1.1 (D)	Key Personnel Team Leader – Master Planner	Length of Professional Experience	Educational Qualification	Experience	Responsibility	Length of Professional Experience	Educational Qualification	Experience	Responsibility
			15 years	Master’s degree in Regional Planning or Environmental Planning or Natural Resource Management	Experience in leading teams on design and implementation on large site development and urban/regional planning projects or	He/ she would be leading, co-coordinating and supervising the team during the Consultancy and provide inputs on large site development	15 years	Master’s degree in Regional Planning or Environmental Planning or Natural Resource Management	Experience in leading teams on design and implementation on large site development and urban/region	He/ she would be leading, co-coordinating and supervising the team during the Consultancy and provide inputs on large site development and

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SL No	Clause No	Section Name	Original Clause				Modified Clause			
				t	Environmental Conservation projects.	and environmental conservation aspects of the project.		or Urban Designing or Urban Planning	al planning projects or Environmental Conservation projects.	environmental conservation aspects of the project.
5.	Section 1, Clause 3.1.1 (D)	Key Personnel- Financial Analyst	Length of Professional Experience	Educational Qualification	Experience	Responsibility	Length of Professional Experience	Educational Qualification	Experience	Responsibility
			10 years	Postgraduate in Financial Analysis or equivalent	Experience of working on at least 2 PPP projects (at least 1 PPP project that reached financial closure). Experience in at least 1 tourism projects desirable.	Inputs on Project costing and phasing	10 years	Postgraduate in Financial Analysis /Economics/ Accountancy or equivalent	Experience of working on at least 2 PPP projects (at least 1 PPP project that reached financial closure). Experience in at least 1 tourism projects desirable.	Inputs on Project costing and phasing
6.	Section 1, Clause 3.1.1 (D)	Key Personnel- GIS Expert	--				Length of Professional Experience	Educational Qualification	Experience	Responsibility
			5 years	Masters in GIS	Should have experience in preparation of GIS including base maps and geo databases	He would be responsible for mapping of all the identified tourism development sites on a GIS platform.				

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SL No	Clause No	Section Name	Original Clause			Modified Clause		
			Key Personnel	Max Marks	Criteria	Key Personnel	Max Marks	Criteria
7.	Section 1, Clause 4.1.1 (2)	Evaluation of Experience of the Applicant- Relevant Experience of Key personnel	Team Leader: Master Planner	10	<ul style="list-style-type: none"> Experience in design and implementation on large site development / urban/ regional planning projects /Environmental Conservation projects : 2.5 marks for each project subject to the maximum of 10 marks 	Team Leader: Master Planner	10	<ul style="list-style-type: none"> Experience in design and implementation on large site development / urban/ regional planning projects /Environmental Conservation projects : 2.5 marks for each project subject to the maximum of 10 marks
			Community Development Specialist	6	<ul style="list-style-type: none"> Experience of working in community development projects, specially ecotourism = 1.5 marks for each project subject to maximum of 6 marks 	Community Development Specialist	5	<ul style="list-style-type: none"> Experience of working in community development projects, specially ecotourism = 2.5 marks for each project subject to maximum of 5 marks
			Architects (2)	12	<ul style="list-style-type: none"> Experience in architectural design and urban/site planning projects = 1.5 marks for each project subject to maximum of 6 marks 	Architects (2)	10	<ul style="list-style-type: none"> Experience in architectural design and urban/site planning projects = 2.5 marks for each project subject to maximum of 5 marks
			Financial Analyst	6	<ul style="list-style-type: none"> Worked as a Financial Analyst for PPP Projects = 1.5 marks for each project subject to a maximum of 4.5 marks. Experience of working on tourism projects = 1.5 marks 	Financial Analyst	5	<ul style="list-style-type: none"> Worked as a Financial Analyst for PPP Projects = 1.5 marks for each project subject to a maximum of 3 marks. Experience of working on tourism projects = 2 marks
			Environmentalist	6	<ul style="list-style-type: none"> Experience in carrying out environmental impact assessment studies for infrastructure projects = 1.5 marks for each project subject to a maximum of 6 marks 	Environmentalist	5	<ul style="list-style-type: none"> Experience in carrying out environmental impact assessment studies for infrastructure projects = 2.5 marks for each project subject to a maximum of 5 marks

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SL No	Clause No	Section Name	Original Clause	Modified Clause		
				GIS Expert	5	<ul style="list-style-type: none">• Experience in preparation of GIS including base maps and geo databases = 2.5 marks for each project subject to a maximum of 5 marks