Amendment No. 1 to e-RFP document for "Appointment of Consultant for Preparation of Feasibility Report and Techno-Commercial Analysis for Domestic Manufacturing, Safe Laying and Maintenance of Subsea Cables"

S. No	Existin	ng Clause No. and Provision	Revised Clause No. and Provision						
1.				Clause	Clause D "Terms of Payment"				
	S. No	Activity	Payments (% of Lump Sum Price)	S. No	Activity	Payments (% of Lump Sum Price)			
	1.	Submission of Inception Report.	10	1.	Submission of Inception Report.	10			
	2.	Submission and acceptance of Draft feasibility and techno-commercial analysis report with owner's comments to be incorporated in the final feasibility and techno-commercial analysis report.	30	2.	Submission and acceptance of Draft feasibility and techno-commercial analysis report with owner's comments to be incorporated in the final feasibility and techno-commercial analysis report.	40			
	3.	Submission and acceptance of Final feasibility and techno-commercial analysis report after incorporating comments	30	3.	Submission and acceptance of Final feasibility and techno-commercial analysis report after incorporating comments	30			
	4.	Completion of assignment	30	4.	Completion of assignment	20			
		Total	100		Total	100			
2.		e relevant Clauses of e-RfP document Ventures (JV)/Consortium"		All the relevant Clauses of e-RfP document "Consortium"					
3.	I. Eligibility Criteria								

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710	acting as a Lead Member of the JV/Consortium. In the case of JV/Consortium, the number of member of the JV shall not exceed two (02)	Consortium with one of the member of Consortium acting as a Lead Member of the Consortium. In the case of Consortium, the number of member of the Consortium shall not exceed Four (04) and all the members shall be jointly and severally liable for the execution of the entire assignment in accordance with the terms & conditions mentioned in this Bid Document.
4.	Clause F "Qualification Requirements"	Clause F "Qualification Requirements"
	I. Eligibility Criteria	I. Eligibility Criteria
	JV /Consortium must comply the following requirements:	Consortium must comply the following requirements:
	i) Lead Member of the Bidding Consortium or "Lead Member" shall mean a firm/member who commits at least twenty six percent (26%) equity stake in the JV/Consortium, meets the technical experience as per Clause F (II) and so designated by other member in Bidding Consortium;	i) Lead Member of the Bidding Consortium or "Lead Member" shall mean a firm/member, jointly meeting the technical experience as per Clause F (II) and so designated by other member in Bidding Consortium;
	ii) In case of JV, the bidding JV (also referred to as the Bidder) shall submit a Joint Deed of Undertaking in Technical Part of its bid. No change in the structure / constitution of the JV shall be permitted at any stage during bidding or execution of the assignment in the event of award.	ii) Strike off .
	iii) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) of the individual member of the JV / Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in Bid Document.	iii) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) of the individual member of the Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in Bid Document.
	iv) The pre-qualification of a JV/Consortium does not necessarily pre- qualify any of its member individually or as a member in any	iv) The pre-qualification of a Consortium does not necessarily pre- qualify any of its member individually or as a member in any

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	other JV/Consortium or association. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.	other Consortium or association. In case of dissolution of a Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
	v) The bid submission must include documentary evidence to the relationship between JV/Consortium member in the form of JV/Consortium Agreement to legally bind all member jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.	v) The bid submission must include documentary evidence to the relationship between Consortium member in the form of Consortium Agreement to legally bind all member jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Consortium. Such Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
	vi) One of the member shall be nominated as 'In-charge' of the contract and shall be designated as Lead Member. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.	vi) One of the member shall be nominated as 'In-charge' of the contract and shall be designated as Lead Member. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.
	vii) The JV / Consortium Agreement must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.	vii) The Consortium Agreement must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.
	viii) The Contract Agreement should be signed by each JV/Consortium Member. Subsequent declarations/letters/documents shall be	viii) The Contract Agreement should be signed by each Consortium Member. Subsequent declarations/letters/documents shall be

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	signed by Lead Member authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.	signed by Lead Member authorized to sign on behalf of the Consortium or authorized signatory on behalf of Consortium.
	ix) An entity can be a member only in one JV/Consortium. Bid submitted by JV/Consortiums including the same entity as member will be rejected.	ix) An entity can be a member only in one Consortium. Bid submitted by Consortiums including the same entity as member will be rejected.
	x) The JV / Consortium agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.	x) Strike off.
	xi) The earnest money must be submitted by the JV/Consortium or one or more members of the JV/Consortium.	xi) The earnest money must be submitted by the Consortium or one or more members of the Consortium.
	xii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period, bid will be rejected.	xii) The Consortium agreement must specifically state that it is valid for the project for which bidding is done. If Consortium breaks up midway before award of work and during bid validity period, bid will be rejected.
	xiii) If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of Bid Document, all the member of the JV/Consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months.	xiii) If Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of Bid Document, all the member of the Consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months.
	xiv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before	xiv) Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before

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	making any payment.						ma	nking any payment.					
	xv) JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like Permanent Account Number (PAN)/ Goods & Service Tax Identification Number (GSTIN) etc. in the name of the JV / Consortium shall be submitted by JV / Consortium before making any payment.				xv) Strike off-								
5.	Clause G "Earnest Money Deposit" The Bidder shall submit the Earnest Money Deposit (EMD) of INR Twenty Lakhs (INR 20,00,000/-) only or US\$ Twenty-Four Thousand (US\$ 24,000/-) only, to be paid via electronic transfer to the Bank Account (Details mentioined in e-RfP document).				1 1 2 (The Bi Twenty 24,000/- Detail	G "Earnest Money Depo idder shall submit the Lakhs (INR 20,00,000/- -) only, to be paid via s mentioined in e-RfP d nk guarantee (format for	Earnest Mo only or USS electronic t locument) or	Twenty ransfer in the fo	7-Four Tho to the Ba orm of a d	ousand (US\$ ink Account emand draft		
6.	6. Clause I "Submission and Evaluation of Bid" d) Technical Evaluation						I "Submission and Evalunical Evaluation	aation of Bid"					
	Sl. No.	Criteria	Scoring C	riteria	Maxim um Marks	Documen t required		Sl. No.	Criteria	Scoring C	riteria	Maxim um Marks	Documen t required
	1	Average Annual Turnov	ver		30			1	Average Annual Turnov	ver		30	
	Mini	Consultant shall have mum Average Annual over of INR Five (05)	Rs. 5 Cr.	20 marks	30	Please refer Note		Mini	Consultant shall have mum Average Annual over of INR Five (05)	Rs. 5 Cr.	20 marks	30	Please refer Note

S. Existing Clause No. and Provision No			Revised Clause No. and Provision
Crores for last Five Financial More than Years. [please refer Clause F Rs. 10 Cr. marks (III)]		(a)	Crores for last Five Financial More than Years. [please refer Clause F Rs. 10 Cr. marks] (III)]
2 Relevant Experience of Consultancy Firm (during last Seven (07) Years as on the originally scheduled date of bid opening)	70		2 Relevant Experience of Consultancy Firm (during last Seven (07) Years as on the originally scheduled date of bid opening)
Experience in providing consultancy services for preparation of feasibility report/techno-commercial One (01) assignme marks	70	Please refer Note (b)	Experience in providing consultancy services for preparation of feasibility report/techno-commercial One (01) 50 marks refer Note (b)
report/DPR/Study Report for manufacturing, laying and maintenance of sub-sea Two (02) 60 assignme marks			report/DPR/Study Report for manufacturing, laying and maintenance of sub-sea
power cables across the globe during last Seven (07) Two (02) marks Years assignme nts			power cables across the globe during last Seven (07) Two (02) assignme nts
Total (Marks)	100		Total (Marks) 100
			Note: One Assignment means preparation of feasibility report/technocommercial report/DPR/Study Report for each in manufacturing, laying and maintenance of sub-sea power cables across the globe by any of the members of Consortium.
7. Form-1: Covering Letter			Form-1: Covering Letter
9. We declare that the services will be rendered strice	ctly in acco	ordance with	9. We declare that the services will be rendered strictly in accordance with

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	"Deliverables" and "Terms of payment" clauses as stipulated in the Bid Document. We confirm that Contract Performance Guarantee (CPG) for three percent (3%) of the total consultancy fee in the form of bank guarantee	Document. We confirm that Contract Performance Guarantee (CPG) for five
8.	Form-8 Format of Consortium Agreement to be entered amongst all members of a Bidding Consortium Given under e-RfP document	Form-8 Format of Consortium Agreement to be entered amongst all members of a Bidding Consortium Kindly refer revised Form-8 enclosed at Annexure-I
9.	Annexure-C Pre-Award Integrity Pact 5. Earnest Money Deposit (EMD) 5.1 Along with the technical bid, the Bidder shall submit Earnest Money Deposit (EMD) of INR Twenty Lakh (INR 20,00,000/-) only or US\$ Twenty-Four Thousand (US\$ 24,000/-) only, to be paid via electronic transfer .	Annexure-C Pre-Award Integrity Pact 5. Earnest Money Deposit (EMD) 5.1 Along with the technical bid, the Bidder shall submit Earnest Money Deposit (EMD) of INR Twenty Lakh (INR 20,00,000/-) only or US\$ Twenty-Four Thousand (US\$ 24,000/-) only, to be paid via electronic transfer or in the form of a demand draft or a bank guarantee (format for the same enclosed at Annexure-II).

S. No							Revised	l Clause No. and Pro	ovision	
10.	. Annexure-B					Annex	Annexure-B			
	Details	of Applicant				Details	of Applicant			
	5. In cas	e of a Consortium:				5. In ca	se of a Consortium:			
	` '	information under tal Members of the Con	,	1-2) shou	ld be provided for	` '	information under ta Members of the Conso	,	1-3) shou	ld be provided for
	Roles ar	nd Responsibilities of	each Consortium Mo	ember:		Roles a	nd Responsibilities of	each Consortium M	ember:	
	S. No.	Name of Member	Role and Responsibilities		age of equity in	S. No.	Name of Member	Role and Responsibilities		tage of equity in
	1. 2.					1. 2.				
	۷٠	<u> </u>	. L			3.				
				4.						
11.	Clause I	3 "Deliverables"				Clause	B "Deliverables"			
		nsultant is required to redule (Tentative) inc		0			onsultant is required the		0	
	S. Deliverables Tenta			Tentative	S.	De	Deliverables Tentati			
	No.				Timelines	No.				Timelines
					(Days) from Zero Date					(Days) from Zero Date
					(Issuance of					(Issuance of
					LoA)					LoA)
	1.	Inception Report of	O		15	1.	Inception Report	O		15
		approach, methodo	ology and comprel	nensive			approach, methodo	ology and compre	hensive	

S. No	8					Revised Clause No. and Provision			
		work plan for undertaking the assignment and initial findings and observations. Further, the inception report shall also include				work plan for undertaking the assignment and initial findings and observations. Further, the inception report shall also include			
		Intermediate milestones and time lines for completion of the entire scope of work and entire project.				Intermediate milestones and time lines for completion of the entire scope of work and entire project.			
	2.	Progress Report containing works undertaken during the period and identifying the issues/challenges and its remedial measures. Draft report for the portion of scope of work completed, to be submitted along with the progress report for comments.	Every Fortnight		2.	Progress Report containing works undertaken during the period and identifying the issues/challenges and its remedial measures. Draft report for the portion of scope of work completed, to be submitted along with the progress report for comments.	Every Fortnight		
	3.	Draft feasibility and techno-commercial analysis Report as per ToR and presentation to MoP, CEA and other stakeholders as decided by owner/ CEA.	90		3.	Draft feasibility and techno-commercial analysis Report as per ToR and presentation to MoP, CEA and other stakeholders as decided by owner/ CEA.	120		
	4.	Final feasibility and techno-commercial analysis Report as per ToR and presentation to MoP, CEA and other stakeholders as decided by owner/CEA.	120		4.	Final feasibility and techno-commercial analysis Report as per ToR and presentation to MoP, CEA and other stakeholders as decided by owner/CEA.	150		

S. No	Existing Clause No. and Provision	Revised Clause No. and Provision
12.	Form-6 "Composition of team and the team leader to be deployed and their qualification and experience"	Form-6 "Composition of team and the team leader to be deployed and their qualification and experience"
	Notes:	Notes:
	 Team shall have at least one member having hands on experience in laying of sub-marine (sub-sea) power cable. Team shall also have one member having experience in manufacturing of sub-marine (sub-sea) power cable. Curriculum Vitae of the team members listed above should be enclosed as per the suggested format given below. 	 Team shall have at least one member having hands on experience in laying of sub-marine (sub-sea) power cable. Team shall also have one member having experience in manufacturing of sub-marine (sub-sea) power cable. Team shall also have one member having experience in maintenance of sub-marine (sub-sea) power cable. Curriculum Vitae of the team members listed above should be enclosed as per the suggested format given below.
13.	-	New Clause
		Clause Q "LIQUIDATION DAMAGES" Except as provided under Contract Agreement, if the Consultant fails to submit the deliverable mentioned under Clause B and amendment thereof, of e-RfP document within the mentioned timelines due to the other unavoidable circumstances/reasons solely attributable to the Consultant, the Consultant shall pay to PFCCL as Liquidated Damages (LD) a sum equivalent to 0.5% of the Total Awarded Contract Value quoted by the Consultant under Form-7 "Schedule of Price Bid" of e-RfP document for each week or part thereof, subject to maximum of 5% of the Total Awarded Contract Value quoted by the Consultant under Form-7 "Schedule of Price Bid" of e-RfP document.

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14.	Annexure C "Pre-Award Integrity Pact"	Annexure C "Pre-Award Integrity Pact"
	Clause 7 "Independent Monitors"	Clause 7 "Independent Monitors"
	Shri Rajiv Ranjan No. 170, 11th Cross, 3rd Main, RMV Stage 2, Dollars Colony Bengaluru North Bengaluru- 560094 Mob No – 9448147003 Email ID- rranjan68@gmail.com	Shri Sanjiv Garg IRTS (Retd.) A-14/1, Vasant Vihar, New Delhi-110057 Mob No – 9818798390 Email ID- sanjivgarg.india@gmail.com
15.	Clause A "Terms of Reference (ToR) / Scope of Work" xix) Consultant shall arrange a foreign study visit for officials of MoP, CEA, PFCCL and RECPDCL to off shore projects.	Clause A "Terms of Reference (ToR) / Scope of Work" xix) Consultant shall arrange a foreign study visit for officials of MoP, CEA, CTUIL, PFCCL and RECPDCL to off shore projects.