

Corrigendum -1

Date: 19.10.2016

Tender RFP no: IWAI/PR-17/INTG (IFC)/2016

Tender ID: - 2016_IWAI_130214_1

<u>Assignment Title</u>: - Equipping, Operating and Managing Inland Waterways Transport at Garden Reach Terminal at Kolkata and Gaighat Terminal and Kalughat Terminal in Patna.

Partial modification has been made to the original bidding document consequent to the request received from the potential Bidders regarding various issues.

Accordingly following Clarification & Amendment are being issued and will form an integral part of the Bid Document.

Reference	Original Provision	Revised Provision
2.2.2 (a)	Technical Capacity : For demonstrating technical capacity and experience (" Technical Capacity "), the Bidder or its Associate, (or in the case of a Consortium, the Lead Member or its Associate) shall, over the past 3 (three) financial years, have experience providing CFS/ICD/container terminal services and should have handled at least 100,000 (one hundred thousand) twenty foot equivalent unit (" TEU ") or 600,000 (six hundred thousand) Tons of break bulk cargo	Technical Capacity : For demonstrating technical capacity and experience (" Technical Capacity "), the Bidder or its Associate, (or in the case of a Consortium, the Lead Member or its Associate) shall, in any 1 (one) financial year out of the preceding3 (three)financial years, have experience of providing CFS/ICD/container/break bulk cargo terminal services and should have handled at least 100,000 (one hundred thousand) twenty foot equivalent unit (" TEU ")(" <i>Minimum TEU's</i> ")or 600,000 (six hundred thousand) Tons (" MT ") of break bulk cargo(" <i>Minimum Break Bulk Cargo</i> ").
		The Bidders may also demonstrate the Technical Capacity through a combination of TEU's and break bulk cargo, in which case, 1 TEU shall be considered equal to 15 MT. If a Bidder desires to meet the Technical Capacity through a combination of the TEU's and break bulk cargo experience, then the Bidder shall demonstrate achieving either the Minimum TEU's or the Minimum Break Bulk Cargo through the conversion factor as provided above. For illustration: If a Bidder has achieved 10,000 TEU in a particular financial year and in the same financial year the Bidder has achieved 500,000 MT, then the Bidder has to provide in the technical capacity information:



	Initial Waterways Automotive Of Indu
	TEU achieved: 10,000 TEU MT achieved: 500,000 MT TEU converted to MT:10,000 X 15= 150,000 MT
	Therefore, MT achieved in that financial year is 650,000 MT (500,000+150,000).

E-Tender Inviting Notice (NIT)

Reference	Original Provision	Revised Provision
Above Sl. No. 1	D etailed specification, scope of work and terms & conditions are given in the bidding documents, and are available for examination at the address given below and as per the following schedule:	Fordefinitions (represented by capitalized terms), detailed specification, scope of work and terms & conditions are given in the bidding documents, viz. the RFP bearing the identification <u>number IWAI / PR-17 / INTG (IFC) / 2016 and Contract.</u> and are available for examination at the address given below and as per the following schedule:
		<u>Kindly Note that notwithstanding anything to the contrary</u> <u>contained in this NIT, the detailed terms specified in the RFP and</u> <u>the draft Contract shall have overriding effect.</u>
Sl. No.	For determining the eligibility of Bidders for their technical- qualification hereunder, the following shall apply:	For determining the eligibility of Bidders <i>(as defined in RFP)</i> for their technical-qualification hereunder, the following shall apply:
2.	(a) The Bidder for qualification may be a single entity or a group of entities (" Consortium "), coming together to implement the	(a) The Bidder for qualification may be a single entity or a group of entities (" Consortium "), coming together to implement the
2.1	Project. The term Bidder used herein would apply to both a single entity and a Consortium.	Project <u>(as defined in RFP)</u> . The term Bidder used herein would apply to both a single entity and a Consortium.
	(b) A Bidder may be a, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 <i>below</i> .	(b) A Bidder may be a, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 <i>of the RFP</i> .
Sl. No. 2.2 (a)	To be considered as technically qualified, a Bidder shall fulfil the following minimum eligibility criteria (" Minimum Eligibility Criteria "):	To be considered as technically qualified, a Bidder shall fulfil the following minimum eligibility criteria (" Minimum Eligibility Criteria "):
	Technical Capacity : For demonstrating technical capacity and experience (" Technical Capacity "), the Bidder or its Associate, (or in the case of a Consortium, the Lead Member or its Associate) shall, over the past 3 (three) financial years, have experience providing	<i>(a)</i> Technical Capacity : For demonstrating technical capacity and experience (" Technical Capacity "), the Bidder or its Associate, (or in the case of a Consortium, the Lead Member or its Associate) shall, in any 1 (one) of the financial year out of

	CFS/ICD/container terminal services and should have handled at least 100,000 (one hundred thousand) twenty foot equivalent unit (" TEU ").	the immediate 3 (three) preceding financial years, have experience of providing CFS/ICD/container/break bulk cargo terminal services and should have handled at least 100,000 (one hundred thousand) twenty foot equivalent unit ("TEU")("Minimum TEU's")or 600,000 (six hundred thousand) Tons ("MT") of break bulk cargo("Minimum Break Bulk Cargo").
		The Bidders may also demonstrate the Technical Capacity through a combination of TEU's and break bulk cargo, in which case, 1 TEU shall be considered equal to 15 MT. If a Bidder desires to meet the Technical Capacity through a combination of the TEU's and break bulk cargo experience, then the Bidder shall demonstrate achieving either the Minimum TEU's or the Minimum Break Bulk Cargo through the conversion method as provided above.
		For illustration: If a Bidder has achieved 10,000 TEU in a particular financial year and in the same financial year the Bidder has achieved 500,000 MT, then the Bidder has to provide in the technical capacity information: TEU achieved: 10,000 TEU MT achieved: 500,000 MT TEU converted to MT: 10,000 X 15 = 150,000 MT Therefore, MT achieved in that financial year is 650,000 MT (500,000+150,000).
		(b) Financial Capacity: The Bidder shall have a minimum Net Worth ("Financial Capacity") of INR 2500 million (Rupees two billion five hundred million) as per the latest audited financial statements and which shall be within the preceding 2 (two) financial years.
		For Net Worth definition, please refer to the RFP.
Sl. No. 2.2 (b)	Financial Capacity : The Bidder shall have a minimum Net Worth (" Financial Capacity ") of INR 2500 million (Rupees two billion five hundred million) as per the latest audited financial statements and which shall be within the preceding 2 (two) financial years.	DELETE



	-	Inland Waterways Authority of India
Sl. No.	Equity Shareholding of a Member in the SPV:	Equity Shareholding of a Member in the SPV:
Sl. No. 2.2 (c)	 (i) In case of a Consortium, the Technical Capacity of only those Members, who have and shall continue to have an equity share of at least 51% (fifty-one percent) each in the SPV, shall be considered to satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 51% (fifty-one percent) of the subscribed and paid up equity of the SPV. 	 (i) In case of a Consortium, the Technical Capacity of only those Members(<i>as defined in RFP</i>), who have and shall continue to have an equity share of at least 51% (fifty-one percent) each in the SPV, shall be considered to satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 51% (fifty-one percent) of the subscribed and paid up equity of the SPV. (ii) Further, the Net Worth of only those Members, who have and
	 (ii) Further, the Net Worth of only those Members, who have and shall continue to have an equity share of at least 26% (twenty-six percent) each in the SPV, shall be considered to satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the Appointed Date (<i>as defined in the Contract</i>), hold equity share capital not less than 26% (twenty-six percent) of the subscribed and paid up equity of the SPV. 	shall continue to have an equity share of at least 26% (twenty- six percent) each in the SPV, shall be considered to satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the Appointed Date (<i>as defined in the Contract</i>), hold equity share capital not less than 26% (twenty-six percent) of the subscribed and paid up equity of the SPV.
	For this purpose, the Net Worth of the Bidder in case of a	For this purpose, the Net Worth of the Bidder in case of a
	Consortium will be calculated as the weighted average of the Net Worth of each of such Members at the close of the preceding financial year and the weights will be based on the proposed equity stake of such Member in the total equity share capital of the SPV.	Consortium will be calculated as the weighted average of the Net Worth of each of such Members at the close of the preceding financial year and the weights will be based on the proposed equity stake of such Member in the total equity share capital of the SPV.
Sl. No. 2.3	The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix I, complete with <u>its</u> Annexes, the following:	The Bidders shall enclose with its Bid <i>(as defined in RFP)</i> , to be submitted as per the format at Appendix I <i>of the RFP</i> , complete with <i>the</i> Annexes <i>of the RFP</i> , the following:
	 (a) certificate(s) confirming that the Bidder has the Technical Capacity; and (b) certificate(s) from its statutory auditors specifying the average net worth of the Bidder, over the preceding 3 (three) financial years, and also specifying that the methodology adopted for 	 (a) certificate(s) confirming that the Bidder has the Technical Capacity; and (b) certificate(s) from its statutory auditors specifying the average net worth of the Bidder, over the preceding 3 (three) financial years, and also specifying that the methodology adopted for
	calculating such net worth conforms to the provisions of this Clause 2.2.3 (b). For the purposes of this RFP, net worth (" Net Worth ") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.	calculating such net worth conforms to the provisions of this Clause 2.2.3 (b). For the purposes of this RFP, net worth (" Net Worth ") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.



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Sl. No. 2.4	In case the Bidder is a Consortium, it shall incorporate a special purpose vehicle (" SPV ") under the Companies Act to implement the Projectand shall also comply with the following additional requirements:	In case the Bidder is a Consortium, it shall incorporate a special purpose vehicle (" SPV ") under the Companies Act to implement the Project. <i>In case the Bidder is a company incorporated under the Companies Act, then it may either execute the project directly through the company or through incorporation of a SPV.In case</i>
		<i>the Bidder is a Consortium, it</i> shall also comply with the following additional requirements:
	(a) number of Members in a Consortium should be limited to 3 (three);	(a) number of Members in a Consortium should be limited to 3 (three);
	(b) subject to the provisions of sub clause (a) above, the Bid should contain the information required for each member of the Consortium;	(b) subject to the provisions of sub clause (a) above, the Bid should contain the information required for each member of the Consortium;
	 (c) members of the Consortium shall nominate 1 (one) member as the lead member ("Lead Member"), who shall have an equity share holding of at least 51% (fifty-one percent) of the paid-up and subscribed equity of the SPV. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure D, Appendix I, signed by all the other members of the Consortium; (d) an individual Bidder cannot at the same time be member of a 	 (c) members of the Consortium shall nominate 1 (one) member as the lead member ("Lead Member"), who shall have an equity share holding of at least 51% (fifty-one percent) of the paid-up and subscribed equity of the SPV. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure D, Appendix I, <u>of the RFP</u>, signed by all the other members of the Consortium; (d) an individual Bidder cannot at the same time be member of a
	Consortium for participating in the Bidding Process. Further, a member of a particular Consortium cannot be member of any other Consortium participating in the Bidding Process;	Consortium for participating in the Bidding Process. Further, a member of a particular Consortium cannot be member of any other Consortium participating in the Bidding Process <i>(as <u>defined in the RFP</u>)</i> ;
	(e) members of the Consortium shall enter into a binding consortium agreement in the format prescribed in Annexure F ("Consortium Agreement") for the purpose of submitting the Bid. The Consortium Agreement shall, inter alia:	(e) the Lead Member of the Consortium may enter into the Contract on behalf of the Consortium and novate the Contract in favour of the SPV; members of the Consortium shall enter into a binding consortium agreement in the format prescribed in Annexure F ("Consortium Agreement") for the purpose of submitting the Bid. The Consortium Agreement (as defined in the RFP) shall, inter alia:
	 (i) convey the intent of the Members to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract and subsequently carry out all the responsibilities as Operator in terms of the Contract, in case the 	 (i) convey the intent of the Members to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract and subsequently carry out all the responsibilities as Operator in terms of the Contract, in case the



operatorship to undertake the Project is awarded to the Consortium;

- (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
- (iii) commit the minimum equity stake to be held by each Member;
- (iv) commit that the member, whose Technical Capacity has been evaluated for the purposes of this RFP, shall subscribe to 51% (fifty-one percent) or more of the paid-up and subscribed equity of the SPV and shall further commit that such member shall for a period of 5 (five) years from the Appointed Date, hold equity share capital of not less than 51% (fifty-one percent) of the subscribed and paid up equity share capital of the SPV; and
- (v) commit that the members, whose Net Worth has been evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that such member shall for a period of 5 (five) years from the Appointed Date of commercial operations of the Project, hold equity share capital of not less than 26% (twenty-six percent) of the subscribed and paid up equity share capital of the SPV; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project until the Appointed Date (*as defined in the Contract*) is achieved in accordance with the Contract.
- (f) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.

operatorship to undertake the Project is awarded to the Consortium;

- (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
- (iii) commit the minimum equity stake to be held by each Member;
- (iv) commit that the member, whose Technical Capacity has been evaluated for the purposes of this RFP, shall subscribe to 51% (fifty-one percent) or more of the paid-up and subscribed equity of the SPV and shall further commit that such member shall for a period of 5 (five) years from the Appointed Date, hold equity share capital of not less than 51% (fifty-one percent) of the subscribed and paid up equity share capital of the SPV; and
- (v) commit that the members, whose Net Worth has been evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that such member shall for a period of 5 (five) years from the Appointed Date of commercial operations of the Project, hold equity share capital of not less than 26 % (twenty-six percent) of the subscribed and paid up equity share capital of the SPV; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project until the Appointed Date (*as defined in the Contract*) is achieved in accordance with the Contract.
- (f) except as provided under this RFP and the Bidding Documents(*as defined in the RFP*), there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority(*as defined in the RFP*).

(*Note*: A copy of the Consortium Agreement should be submitted along with the Bid. The Consortium Agreement entered into

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	between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)	between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)
Sl. No. 2.5	Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium. Further, if any entity, which has been barred or sanctioned or can be barred or sanctioned by the World Bank, under its Guidelines for Procurement of Goods, Works and Non-Consulting Services, or the World Bank Group Anti-Corruption policies and sanctions procedures, then, such entity would not be eligible to submit a Bid, either individually or as member of a Consortium.	Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date <i>(as defined)</i> <i>in the RFP)</i> , would not be eligible to submit a Bid, either individually or as member of a Consortium. Further, if any entity, which has been barred or sanctioned or can be barred or sanctioned by the World Bank, under its Guidelines for Procurement of Goods, Works and Non-Consulting Services, or the World Bank Group Anti-Corruption policies and sanctions procedures, then, such entity would not be eligible to submit a Bid, either individually or as member of a Consortium.
Sl. No. 2.7	In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.3 and 3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.	In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.3 and 3.3 <u>of the RFP</u> , the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder
Sl. No. 2.9	 The following conditions shall be adhered to while submitting a Bid: (a) the Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information; (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; (c) the Bidders should demonstrate their capabilities in accordance with Clause 2.2.2 <i>above</i>; and (d) in case the Bidder is a Consortium, each Member should substantially satisfy requirements to the extent specified herein. 	 accordance with Clause 2.2.2 of the RFP; and (d) in case the Bidder is a Consortium, each Member should substantially satisfy requirements to the extent specified herein.
Sl. No. 2.10	While Qualification Bid is open to persons from any country, the following provisions shall apply:(a) where, on the date of the Bid, not less than 15% (fifteen	 While Qualification Bid <i>(as defined in the RFP)</i> is open to persons from any country, the following provisions shall apply: (a) where, on the date of the Bid, not less than 15% (fifteen

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	percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons' resident outside India or where a Bidder or its Member is controlled by persons' resident outside India; or	percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons' resident outside India or where a Bidder or its Member is controlled by persons' resident outside India; or
	(b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons' resident outside India, in or of the Bidder or its Member;	(b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons' resident outside India, in or of the Bidder or its Member;
Sl. No. 3.0	then, the Qualification Bid of such Bidder or in the event described in sub-clause (b) above, the continued Qualification Bid of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be amended from time to time or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process. A complete set of Bidding Documents may be purchased online by any interested Bidder on payment (non-refundable) of the cost of	then, the Qualification Bid of such Bidder or in the event described in sub-clause (b) above, the continued Qualification Bid of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be amended from time to time or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process. <u>"The Bidding Documents can be downloaded from the website of</u> the Authority by accessing the weblink http://iwai.nic.in and the
	documents as mentioned above in the form of a Crossed Account Payee Demand Draft in favour of " IWAI – NOIDA ", payable at New Delhi or directly through the payment gateway at our e-Tender Site. For logging on to the e-Tender Site, the Bidder would require User ID and Password which can be obtained by submitting a questionnaire available at our e-Tender Site as well as at (www. IWAI.NIC.IN).	CentralPublicProcurementPortalhttps://eprocure.gov.in/eprocure/app.However, at the time ofsubmission of the Bid, the Bidder shall submit a Demand Draft ofRs. 25,000/- (Rupees Twenty-Five Thousand) in favour of InlandWaterways Authority of India payable at Noida, Uttar Pradesh,towards the cost of the document along with its Bid."
	Note: No hard copy of Bidding Documents shall be issued.	



		Address of Bolds
Sl. No.	Issuance or downloading of Bidding Documents to any Bidder shall	
4.0	not construe that such Bidder is considered to be qualified. Bids	"Issuance or downloading the Bidding Documents to any Bidder
	shall be submitted online and opened at the address given below in	shall not be construed as the Bidder being qualified. Bids shall
	the presence of Bidder's representatives who choose to attend the	be submitted, evaluated and opened as per the procedure laid
	Bid Opening. Bidder shall furnish Bid Security, Power of Attorney,	out in the RFP."
	Integrity Pact / Deed of Joint Undertaking/JV Agreement (as	
	applicable) in physical form as detailed in Bidding Documents	
	before the stipulated bid submission closing date and time at the	
	address given below.	