

Tender for CAMC and O&M of RIS Stations – Phase -II (Farakka-Patna Stretch of NW-1) on National Waterway No. 1 under JMVP-II(Arth Ganga)

Tender ID : IFB NO-IN-IWAI-295766-NC-RFB Issued on 25.05.2022

CPP Portal Tender ID: 2022_JMVP_690854_1

Amendment-2 (Triggered Due to Pre-Bid Responses dt 07.06.2022)

This amendment forms an integral part of the bid document issued on 25.05.2022

Sr. #.	Page No./ Clause No.	Existing	Amended
1.	Page-iii/NIT	Supply of technical man power for monitoring vessels operation through River Information system established as RIS Phase-II and comprising of 5 remote (base station site) at the Manihari, Bhagalpur, Mungher, Barh, Hatidah with 1 control centers at Farakka and GR Jetty. Both the control stations monitors the vessels plying in this river stretch via Automatic Identification System (AIS) and communicate with Vessels via VHF.	May be read as <i>“Supply of technical man power for monitoring vessels operation through River Information system established as RIS Phase-II and comprising of 5 remote (base station site) at the Manihari, Bhagalpur, Mungher, Barh, Hatidah with 1 control station at Patna. Both the control stations monitors the vessels plying in this river stretch via Automatic Identification System (AIS) and communicate with Vessels via VHF”</i>
2.	(Page-10/ clause 7.1)	The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.	The Contact point is The Director ,IWAI, Patna and Director, IWAI, Kolkata Email ID dirpat@iwai.gov.in dirkol.iwai@nic.in

3.	(Sec-III/Clause-12.5/Page-11)	In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.	Attached as “Annexure-A”
4.	(Sec-III/Clause-2.2 (f)/Page-34)	The joint venture agreement should be registered in India so as to be legally valid and binding on members. The Lead Member of JV shall at all time during the execution of contract equity equivalent to at least 51% of the subscribed and paid up capital of the registered JV entity. Further, other JV members shall hold at least 26% of the subscribed and paid up capital of the registered JV entity.	The joint venture agreement should be registered in India so as to be legally valid and binding on members. The Lead Member of JV shall at all time during the execution of contract equity equivalent to at least 51% of the subscribed and paid up capital of the registered JV entity. Further, other JV members shall hold at least 26% of the subscribed and paid up capital of the registered JV entity. JV partners should submit a letter of intent duly highlighting the role of each partner and their shareholding pattern.
5.	(Sec-III/Clause-2.4 /Page-35) Experience	For this purpose, the “Similar Works” means, Works successfully completed on Supply, Installation, Overall Maintenance, Security & CAMC for RIS system OR Vessel Traffic Management System (VTMS)/ OR installations of Marine Survey equipment such as Echo sounder, DGPS, Radar, Communication equipment’s etc. in that order.	The value of works will be taken in the proportion of the shareholding pattern for the purpose of evaluation.
6.	(Sec-III/Clause-2.4 /Page-36) Experience	installations of Marine Survey equipment such as Echo- sounder, DGPS, Radar, Communication equipment’s etc. in that	May be read as “installation and CAMC of marine equipment such as Echo sounder, DGPS, Radar, communication

		order.	equipment's etc. in that order".
7.	Appendix to Technical Part – Qualification information Pg 47	The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.	The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. The escalation factor is limited to 5% per annum (not compoundable).
8.	(item 1.04 /Page-65) Activity Schedule	System Up gradation of 06 No Control and base satiations equipment (One time only)	Placed at Annex-B
9.	(item 3) /Page-66) Activity Schedule	Civil/Electrical/General Maintenance for 03 Years	Placed at Annex-C
10.	(item 4) /Page-66) Activity Schedule	Battery Replacement Charges for 03 Years	The provision for battery replacement once may be included in the quoted price.
11.	(Note4) /Page-69) Activity Schedule	4. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under "Form Fin- 1A: Any variation in minimum wages clause by CLC or WB Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment. Any variation in minimum wages clause by CLC or WB Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment.	May be read as "4. <i>It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under "Form Fin- 1A: Any variation in minimum wages clause by CLC above Form Fin 1A or Bihar/Jharkhand Govt (whichever is higher) be paid by the contractor. The bidder will submit necessary notification and proof of payment. Any variation in minimum wages clause by CLC or Bihar/Jharkhand Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment."</i> The contractor shall include the wages/ statutory dues in quoted price.

12.	Section-VII /Page76/ clause 1.3 (ii)	The systems works on Periskal Software	1.3 The systems works on Periskal Software. *Note- The bidder is required to submit certificate from any OEM. No extra charges for software/ hardware up gradation arising out of switching from the current OEM i.e M/s Periskal CVBA will be paid.
13.	Page no 76, Clause-2	CAMC and O&M of 7 nos RIS Stations	There are 6 RIS stations namely Manihari, Bhagalpur, Mungher, Barh, Hatidahand Patna including one Control Station.
14.	Page no-78, clause no. 2 last bullet	RIS Phase is to be integrated with RIS Phase-II and Phase-III	It is RIS Phase-II and to be integrated with RIS Phase-I and Phasel-II
15.	Page no-80, Clause no IV, I 8 th bullet	Sagar Farakka Stretch	May be read as Farakka-Patna Stretch
16.	Page No. 82, Clause No. 3, Bullet no. 3,4,5 & 6	Seamless VHF Communication is integrated with existing system	It may be understand as “smooth transfer of traffic data over VHF communication between adjacent RIS stations. No communication gap should be there”
17.	Section –VIII General Conditions of Contract, page-93	The Contract shall be interpreted in accordance with the laws of Union of India. Salient features of major labour and other laws that are normally applicable ` in India are given as Appendix H. to these General Conditions of Contract. 1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and	The Contract shall be interpreted in accordance with the laws of Union of India. Salient features of major labour and other laws that are normally applicable ` in India are given as Appendix H. to these General Conditions of Contract. 1.2.2 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India,

		<p>services prohibitions in the India, when</p> <p>(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country</p>	<p>when</p> <p>(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country</p> <p>* Note- The wages hikes & Bonus be included in the rates and quoted accordingly. For settlement of disputes under Indian Contract Act, 1872, the courts at Patna (Bihar) will have jurisdiction. The regulations of the respective states will apply for all the regulations other than the contract act where the site is located.</p>
18.	Section-IX /Page115/ Item 7.1 (i)	i. The Contractor shall stock all spares and complete spare system having configuration equivalent or better than the configuration of the respective system being maintained for immediate replacement at the site. The authority, at its desecration, may visit and verify such facilities	<p>May be read as</p> <p>The Contractor shall stock all spares and complete spare system having configuration equivalent or better than the configuration of the respective system being maintained for immediate replacement at the site. The authority, at its desecration, may visit and verify such facilities</p> <p>*-Note- The bidder shall assess the actual spare parts requirement as per the stipulated period of CAMC as mentioned at clause 2.3 of Section IX page-110 of contract and quote accordingly.</p>
19.	All other terms and Conditions of the bidding document remains unaltered.		

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at
(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at
(hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND/OR

3. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at
(hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated
(The “**tender Document**” for “” (The “**Work**”))
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV/consortium, _____ (Name of JV, separate entity from partners) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for **“The Work”** when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **“The Work”**. Notwithstanding anything contained in this agreement, party of the second part shall not be absolved of any of its obligations /liabilities/responsibilities merely because party of the first part has been designated as the lead member, and shall be individually equally liable / responsible to the same extent as the Lead Member.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium’s Special Purpose Company.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

6. Shareholding

6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to(as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further,

other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold(as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the contractor.

1.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for “**The Work**”.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute

this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**The Work**” is achieved under and in accordance with the tender for “**The Work**” in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of SECOND PART

(Signature)

(Name)

(Designation) (Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

System Up gradation: - The following are intended to be covered under System Up gradation

- 1. VHF solution to be upgraded.**
- 2. The RIS software needs to be regularly upgraded with the latest updates.**
- 3. IT peripherals Servers/ Workstation to be considered for up gradation.**
- 4. All the systems should be upgraded to the latest OS.**
- 5. The Routers/ switches needs to be graded.**
- 6. Any changes arising out of PIANC guidelines are to be catered.**
- 7. Met sensors are to be upgraded.**
- 8. The cables wherever found to be brittle/ cracked needs to be changes.**
- 9. The display systems needs to be upgraded at all location.**

The list is not exhaustive; bidder may be required to take into consideration the changes in software or hardware compliances and also should take into account the necessary up gradation in respect of list of equipment provided in the tender document.

Civil/Electrical Works

1. The repair and maintenance of porta cabin (exterior/ interior) and painting is to be done.
2. The Air Conditioners, bunks, furniture, kitchen items wherever need arises must be replaced/ upgraded.
3. The necessary electrical supply and change of switches/ plugs/ socket/ DP etc is to be carried out as and when required.
4. The electrical wiring wherever found to be damaged/ cracked or found brittle needs to be replaced.
5. The regular maintenance and upkeep of premises is also to be carried out.
6. Sanitation/ hygiene is also within the scope of the contractor.
7. All the exterior fittings around the premises also needs to regularly maintained and upgraded.