

Sub : CAMC AND O&M OF RIS STATIONS OF PHASE-II.

IFB No. : IN-IWAI-317336-NC-RFB

Tender ID : 2022_JMVP_717090_1

Amendment – 3 triggered due to pre-bid responses

This amendment forms an integral part of the Bid Document issued on 10th October 2022

Sl. No.	Page No & Clause No.	Existing	Amended
1.	Section III page 23, para 20.8	The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.	The Bid Security should be in the lead bidder.
2.	ITB 21.4 Page 17	In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.	The JV agreement and PoA should be executed on Rs 100 stamp paper.
3.	ITB 48.1 Pg 26	The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.	The Clause may be read as <i>“The performance security should be in the name of SPV in case the successful bidder is a JV”.</i>
4.	BDS Section C ITB 12.2(h) Pg 29	The lead bidder can have ESIC & EPFO Registration at the time of award of contract. In case, the successful bidder is a JV, then the entire statutory certificate should be in the name of JV.	If the successful bidder is a JV, the SPV has to be formed and the entire statutory certificates should be in the name of SPV.

5.	BDS Section C ITB 21.3 Pg 30	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally valid Power of Attorney supported by a Board resolution or any other similar document. In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members	If the successful bidder is a JV, the SPV has to be formed and the entire statutory certificates should be in the name of SPV.
6.	Section-III 2.2 Pg 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. JV partners should submit a letter of intent duly highlighting the role of each partner and their shareholding pattern.	If the successful bidder is a JV, the SPV has to be formed and the entire statutory certificates should be in the name of SPV
7.	Section-III 2.4 Pg 37	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: For both Schedules (in Rs.) Liquid assets 2.67 Crore	The solvency certificate for the required amount is to be furnished.

All other terms and conditions of the Bidding Documents remains unaltered.