

Tender: CAMC and O&M of RIS Stations – Phase -II (Farakka-Patna Stretch of NW-1)**IFB No: IN-IWAI-317336-NC-RFB****Tender-ID (E-procure)- 2022_JMVP_717090_1****Responses to Pre-Bid queries dt 14.11.2022****Name of prospective Bidder: M/s Mavi Marine Consultancy & Solutions Pvt Ltd, Mumbai**

Sr. No.	Reference	Tender Description	Question	Reply
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.	Kindly accept Bid security from Lead bidder of JV.	Accepted.
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.	A JV Agreement and POA on 100/- stamp paper shall be acceptable.	Accepted
3.	ITB 48.1 Pg 26	Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 48, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.	JV Agreement can be submitted within 21 days, however establishing a SPV for a 3 years contract is not feasible.	Tender condition prevails.

4.	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.	Performance security of JV shall be accepted from JV lead bidder.	The performance security should be in the name of SPV in case the successful bidder is a JV.
5.	Section II – BDS Pg 27	Bids from Joint Ventures are permitted (a) Maximum number of members in the Joint Venture (JV) shall be: Two (b) Place where the agreement to form JV to be registered is India. (c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement, in case of a successful bid. (d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.	Accepted under JV agreement and not for JV company.	Tender condition shall prevail.
8.	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.	Statutory certificates in name of JV needs to establish a SPV and that is not a feasible option	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.
9.	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	Accepted under JV agreement and not for JV company.	Reference reply at 8 above

		<p>by a Board resolution or any other similar document.</p> <p>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</p>		
10.	Section-III 2.2 Pg 34	<p>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.</p>	<p>Sorry we can not comply to establishing a SPV of JV for short term project.</p>	Refer reply at 8 above
11.	Section-III 2.4 Pg 37	<p>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</p>	<p>Cash Credit facility available with us is 50L but solvency meets given figure, please advice if solvency value complaies this criteria.</p>	<p>The solvency certificate for the required amount is to be furnished.</p>