

ASSAM INLAND WATERWAYS COMPANY LIMITED
CIN: U61100AS2022SGC023303
Registered Office: DIWT, Ulubari, Guwahati, 781007 Assam
Email: assaminlandwaterways@gmail.com



Request for Proposal for Management and
Operation & Maintenance of Gateway of Guwahati
Terminal under Assam Inland Waterways
Company Limited

Bid Ref. No.: AIWCL/34/2024/19

Date of Issue: 01/04/2025

*Managing Director,
Assam Inland Waterways Company Limited
2nd Floor, Directorate of Inland Water Transport Assam,
Ulubari, Guwahati-781007*

ASSAM INLAND WATERWAYS COMPANY LIMITED

Section I-Notice Inviting e-Tender

No.: AIWCL/34/2024/19

Dated:01/04/2025

1. The Managing Director, Assam Inland Waterways Company Limited invite sealed Proposal from eligible Bidders for Management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company, as per following details:

Sl. No.	Brief Description	Contract Period	Bid Security (INR)
1	Management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company Limited Procurement	(10+10+10) Years	1.00 Crore

Note: The duration of the Contract shall be in the intervals of 10 years with performance evaluation of the concessionaire for the next 10 years.

2. Bidding will be conducted through Open Bidding method and procedures as specified in “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules, 2020”. These Act and Rules may be viewed and downloaded from the web-link at <https://finance.assam.gov.in/portlets/assam-public-procurement-rules-2020>
3. The Bidding Documents may be freely downloaded by interested eligible Bidders from the website(s) <https://aiwcl.co.in/> and <https://assamtenders.gov.in>.
4. Bidders are required to submit Processing Fee of Rs. 5,000.00 (Rupees Five Thousand) in the mode prescribed in the Bidding Documents.
5. The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
6. All Bids must be accompanied by a Bid Security of amount as mentioned in the table above in the manner as prescribed in the bid document.
7. Bids must be delivered to the address below on or before 2:00 PM on 8th May 2025. Late Bids will be rejected.
8. The Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below on or before 4:00 PM on 8th May

2025.

9. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Mr. Adil Khan, IAS Secretary to the Govt. of Assam	Smti. Laya Maduri, IAS, Secretary, Finance Dept., Govt. of Assam

S/d

**Managing Director,
Assam Inland Waterways Company Limited**

1 INTRODUCTION

1.1 Background

Assam Inland Waterways Company Limited (AIWCL), (“**Contracting Authority**”) a fully owned Govt. of Assam company, was established with an objective to operate passenger and cargo operations, river tourism and ancillary activities in Assam Inland Waterways and to encourage additional investments from private companies in PPP mode as well as in leased mode for passenger vessels, cargo vessels, tourism-related operations, etc.

This new company will manage and operate existing Directorate of Inland Water Transport's assets and provide safe, secure, and ecologically responsible modes of transportation for people and goods. The company functions as an independent public sector venture with greater autonomy.

AIWCL is responsible for maintenance and operation of passenger and cargo vessels, as well as the development and management of terminals, jetties, and navigational aids along the waterways. The company focuses on improving Inland Waterway navigational standards, acquiring technologically advanced vessels, and implementing modern management practices to ensure a seamless and comfortable travel experience for passengers.

AIWCL plays an instrumental role in promoting economic growth, tourism, and trade in the region by facilitate the movement of people, goods, and resources, opening up new opportunities for businesses and industries. Moreover, it will contribute to reducing road congestion and carbon emissions by providing an eco-friendly alternative mode of transportation.

AIWCL is envisaged to play a vital role in the development and operation of the inland water transport system in Assam. With its focus on modernization, infrastructure development, and skilled workforce, the Company aims to enhance connectivity, boost trade, and improve the lives of the people of Assam by harnessing the immense potential of the state's waterways.

Under the AIWTP, an inland waterway terminal, Gateway of Guwahati Terminal (“**Terminal**”), a state of the art, all year round terminal is constructed in the state of Assam.

The Contracting Authority has decided to engage an agency (“**Operator**”) for management and operation & maintenance of the Terminal on Operation and Maintenance (“**O&M**”) basis. These and other allied activities shall be referred to as (“**the Project**”) through O&M basis.

The Contracting Authority is carrying out a bidding process for selection of the Operator.

The Selected Bidder shall be responsible for the Project as per the provisions of all applicable laws including but not limited to the National Waterways Act, 2016 or any subsequent enactment thereof on the subject and in accordance with the provisions of O&M Agreement (“**Concession**”) to be entered into between the Contracting Authority and the Operator in the form provided by the Contracting Authority as part of the Bidding Documents pursuant hereto.

The scope of work will broadly include, but not limited to:

- 1.1.1.1 operation and management of the existing Terminal and all the allied activities/facilities/equipment, including, but not limited to, maintenance, major and minor repair of the Terminal , cleaning of berths & passages, operation of equipment such as air-conditioners, public address system, display boards, lightings, parking area, crowd/vehicle management, security, etc.
- 1.1.1.2 the necessary repairs & maintenance of the existing infrastructure/ equipment in the Terminal, including the Annual Maintenance Contract (AMC) of the equipment available at the Terminal such as, baggage scanners, signage, Public Address System, air conditioners, and procurement, installation and maintenance of such other equipment as required, commensurate in GGG, along with necessary or desirable additions, upgradations or modifications
- 1.1.1.3 Facility Management: Implement a robust facility management plan covering cleaning, maintenance, and repairs. Regularly inspect and maintain and improve electrical, plumbing, and security systems.
- 1.1.1.4 Tenant Management: Establish clear communication channels with tenants. Enforce lease agreements and monitor adherence to applicable prevailing rules at the Terminal.
- 1.1.1.5 Security Measures: Maintain a comprehensive security plan, including surveillance and personnel. Conduct regular security drills and stay updated on security technologies.
- 1.1.1.6 Fully automated Wi-Fi campus: Development of Commercial Shopping & Office Spaces.
- 1.1.1.7 Digital Signage & Advertisement Panels at the Terminal.
- 1.1.1.8 Legal Compliance: Obtain necessary permits and licenses for operations of Terminal.
- 1.1.1.9 Sustainability Initiatives: Implement environmentally friendly practices which are feasible for the Terminal. Also, implement energy-efficient lighting, waste reduction, and sustainable materials management.
- 1.1.1.10 The Concessionaire shall also be permitted to take up additional activities in due consultation with Assam Inland Waterways Company Limited upon arriving at the additional Revenue Sharing.
- 1.1.1.11 Detailed scope of work is provided in Article 7, read with Annexure III, of the Contract.
 - 1.1.1.12 The Contract sets forth the detailed terms and conditions for award of the concession to the Operator, including the scope of the Operator's services and obligations.
 - 1.1.1.13 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and the Project. The RFP should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Contract or the Contracting Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be

noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Contracting Authority.

- 1.1.1.14 The Contracting Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP (collectively the **“Bidding Documents”**). The Contracting Authority reserves the right to modify, alter, amend and/ or clarify any or all of the Bidding Documents from time to time by the Contracting Authority. All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the **“Bid Due Date”**).

1.2 Brief description of Bidding Process

The Contracting Authority has adopted a single-stage two envelope bidding process (collectively referred to as the **“Bidding Process”**) for selection of the Bidder for award of the Project. Bidders are called upon to submit details of their Technical Capacity and Financial Capacity in Cover-1 (**“Technical Bid”**) and financial proposals in the format specified in Cover-2 (**“Financial Bid”**) (the Technical Bid and Financial Bid shall collectively be referred to as **“Bid”**) on the <https://assamtenders.gov.in/> in accordance with the terms specified in these Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date as specified in Clause 1.3.

The complete Bidding Documents including the draft Contract Agreement is enclosed for the Bidders. The aforesaid documents and any addenda issued subsequent to this RFP Document, shall be deemed to form part of the Bidding Documents.

A Bidder is required to deposit, along with its Bid, a bid security of INR 1.00 Crore (the **“Bid Security”**), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. The Bidders will have an option to provide Bid Security in the form of a demand draft, RTGS or bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Bids not accompanied with the Bid-Security shall be rejected as non-responsive.

During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

The bid parameter (**“Bid Parameter”**) shall be the Revenue Share (**“Revenue Share”**) payable by the Operator to the Contracting Authority for managing the terminal and operation of passenger ferry and cargo transportation at the Terminal lease rent, parking fees, berthing charges, advertisement revenue and other incidental revenue as per the terms and conditions of this RFP and the provisions of the Contract.

The Revenue Share shall be quoted in terms of percentage (%) for Management and Operation & Maintenance. The Bid Parameter shall be quoted up to 2 (two) decimals.

In this RFP, the term **“Highest Bidder”** shall mean the Bidder who is offering the highest Royalty. Generally, the Highest Bidder will be the Selected Bidder. In the event Highest Bidder withdraws or is not selected for any reason then the Contracting Authority may, in its discretion, invite fresh Bids.

The Contract period shall be for a period of 30 (Thirty) years from the COD.

The Operator will be allowed to handle non-riverine cargo also. However, the Operator shall pay Royalty to the Contracting Authority for both riverine and non-riverine cargo handled at the Terminal. Royalty shall be paid as per the terms of Contract Agreement.

The Operator shall, in consideration of its investment and services, be entitled to levy, charge and appropriate a user fee from the users of the Project in consultation with the Contracting Authority in consonance with the applicable rules and statutes. The quantum and range of the user fee shall be decided in consultation with the Contracting Authority in advance as per Contract Agreement. Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail so as to reach the officer designated in Clause 2.15.4 by the specified date. The communication shall clearly bear the following identification/ title: **“Queries/Request for Additional Information: RFP for Management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company Limited,”**

The pre-bid queries should be submitted in the format specified below. They should be submitted in Microsoft Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to:

Sl. No.	Page No.	Clause No.	Text provided in RFP	Clarification sought with justification (if any)
1.				
2.				

1.3 Schedule of Bidding Process

The proposed schedule of the bidding process is as below. While the Contracting Authority shall endeavor to adhere to the proposed schedule, it reserves the right to modify the schedule without providing any reasons thereof:

Sl. No.	Bid Stage	Proposed schedule
1.	Invitation of RFP (NIT)	01. 04. 2025
2.	Last date for receiving queries	22.04.2025 at 14.00 hrs
3.	Pre-Bid Conference	23.04.2025 at 14.00 hrs
4.	Bid submission start date	28.04.2025 at 14.00 hrs.
5.	Bid Due Date	08.05.2025 at 14.00 hrs
6.	Opening of Technical Bids	09.05.2025 at 14.00 hrs
7.	Validity of Bids	120 days

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

No Bidder shall submit more than one Bid, subject to Clause 1.6 of the RFP, for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

Bidders are expected to carry out their own surveys, investigations and detailed examination of the Project before submitting their Bids.

Notwithstanding anything to the contrary contained in this RFP, in the event there is any inconsistency in the Bidding Documents, the detailed terms specified in the draft Contract shall have overriding effect. It is however made clear, that all conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in the formats prescribed hereunder. Only the Qualified Bidders shall be considered for shortlisting and for further stages for evaluation. The Financial Bid should be furnished in the format at BoQ, clearly indicating the Revenue Share in both figures and words, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the percentage indicated in words shall be taken into account.

The Bid shall consist of Revenue Share to be quoted by the Bidder. The Revenue Share shall be payable by the Operator to the Contracting Authority, as per the terms and conditions of this RFP and the provisions of the Contract.

The Bidder shall provide the Bid Security acceptable to the Contracting Authority as specified in the RFP

The Bidder should submit a Power of Attorney as per the format at Annexure–III, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should also furnish a Power of Attorney in favour of the Lead Member in the format at Annexure–IV.

Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. In any event, any condition and/ or qualification shall not be enforceable against the Contracting Authority and the Contracting Authority may in its sole discretion evaluate the Bids as if such condition and/or qualification are not there.

The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

The documents including this RFP and all attached documents, provided by the Contracting Authority are and shall remain the property of the Contracting Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Contracting Authority will not return to the Bidders any Bid, document or any information provided along therewith.

This RFP is not transferable.

Any award of Concession pursuant to this RFP shall be subject to the terms of this Bidding Documents.

B. ELIGIBILITY OF THE BIDDERS

2.2 General conditions

For determining the eligibility of bidders, interchangeably used as Applicant, (“**Bidders**”) for submission of Bids hereunder, the following shall apply:

2.2.1.1 A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a consortium (“**Consortium**”). However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out hereunder;

2.2.1.2 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Contracting Authority shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Contracting Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Contracting Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Contracting Authority under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

2.2.1.2.1 The Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof;

Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

2.2.1.2.2 a constituent of such Bidder is also a constituent of another Bidder; or

2.2.1.2.3 such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or

- 2.2.1.2.4 such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 2.2.1.2.5 such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- 2.2.1.2.6 such Bidder has participated as a consultant to the Contracting Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

- 2.2.1.3 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Contracting Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Contracting Authority, including the forfeiture and appropriation of the Performance Security, as the case may be, which the Contracting Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Contracting Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.3 Qualification criteria

2.3.1 To be eligible for shortlisting as a Qualified Bidder, a Bidder shall fulfill the following conditions:

(a) Technical Capacity

For demonstrating technical capacity and experience ("**Technical Capacity**"), the Bidder shall have an experience of at least one similar assignment during the last 10 years of:

- (i) Providing terminal (inland waterway terminal / airports/ Railway terminal / Bus Terminal) Services ; OR
- (ii) Vessel operator; OR
- (iii) Cargo operator; OR
- (iv) Coastal & Inland Waterways operators

If the bidder is eligible as per (a) (i) or (a) (ii) or (a) (iii) or (a) (iv) above and is the selected bidder for the project, Selected Bidder should provide the Contracting Authority with a detailed plan for operations and details of the terminal operator as part of its Bid. In case the bidder fails to do so, Contracting

Authority reserves the right to reject the Bid.

(b) Financial Capacity

The bidder shall have an annual average turnover (Financial capacity) of Rs 50 Crore (Rupees Fifty Crore) in three year preceding bid due date.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of Consortium members shall be considered.

The Applicants shall enclose with its Application, to be submitted as per the formats set out in the RFP, the following:

- (a) Certificates from its statutory auditors specifying the turnover of the Applicant in last two years.

The Applicant should submit a Power of Attorney as per the format provided in the RFP, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format.

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 3 (three);
- b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member ("**Lead Member**"). The nominations shall be supported by a Power of Attorney, as per the format, signed by all the other members of the Consortium;
- d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to obligations as per the RFP;
- e) An individual Applicant cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for qualification;
- f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified ("**Joint Bidding Agreement**"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i. convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;;
 - ii. commit the approximate share of work to be undertaken by each member conforming to sub-clause mentioned above;
 - iii. 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 commencement of operations of the

Project is achieved in accordance with the O&M Agreement; and

- g) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

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 date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect

- 2.3.1.1 Any malfeasance on its part in relation to such cause or event;
- 2.3.1.2 Any willful default or patent breach of the material terms of the relevant contract;
- 2.3.1.3 Any fraud, deceit or misrepresentation in relation to such contract; or
- 2.3.1.4 Any rescinding or abandoning of such contract;

it may make representation to this effect to the Contracting Authority for seeking a waiver from the disqualification hereunder and the Contracting Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project. In the event an Applicant fails to disclose any disqualification and such disqualification becomes known at a later date the Contracting Authority shall in its discretion take such steps including termination of the O&M Agreement as it may deem appropriate.

In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under this RFP, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder this Clause of the RFP.

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (“**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

The following conditions shall be adhered to while submitting an Application:

- 2.3.1.5 The Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.
- 2.3.1.6 Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms.
- 2.3.1.7 In responding to the qualification submissions, the Applicants should demonstrate their

capabilities in accordance with RFP; and

- 2.3.1.8 In case the Applicant is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 6 (six) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.4 Change in composition of the Consortium

Change in composition of Consortium is not permitted after the submission of bids.

2.5 Change in Ownership

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Contract, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium.

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Contracting Authority forthwith along with all relevant particulars about the same and the Contracting Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract, and the same shall be liable to be terminated without the Contracting Authority being liable in any manner whatsoever to the Operator. In such an event, notwithstanding anything to the contrary contained in the Contract, the Contracting Authority shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Contracting Authority under the Bidding Documents and/ or the Contract or otherwise.

2.6 Number of Applicants and Cost of Bidding

No Applicant shall submit more than one Application for the Project.

Each Bidder shall be responsible for all of the costs associated with the preparation of their respective Bid and their participation in the Bidding Process. The Contracting Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them for participation in the tendering process.

It shall be deemed that by submitting a Bid, the Bidder has:

- 2.7.1.1 made a complete and careful examination of the Bidding Documents;
- 2.7.1.2 received all relevant information requested from the Contracting Authority;
- 2.7.1.3 accepted the risk of inadequacy and error in the information provided in the Bidding Documents or furnished by or on behalf of the Contracting Authority relating to any of the matters referred in the RFP;
- 2.7.1.4 satisfied itself about all matters, things and information including matters referred to in hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- 2.7.1.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in the RFP hereinabove shall not be a basis for any claim for compensation, damages, revision of Royalty, extension of time for performance of its obligations, loss of profits etc. from the Contracting Authority, or a ground for termination of the Contract by the Operator;
- 2.7.1.6 acknowledged that it does not have a Conflict of Interest; and
- 2.7.1.7 agreed to be bound by the undertakings provided by it under the terms hereof.

The Contracting Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter arising out of the RFP, the Bidding Documents or the Bidding Process, including any error therein or in any information given by the Contracting Authority.

2.8 Verification and Disqualification

The Contracting Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. The Bidder shall, when so required by the Contracting Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Contracting Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Contracting Authority thereunder.

The Contracting Authority reserves the right to reject any Bid if:

- 2.8.1.1 at any time, a material misrepresentation is made or uncovered, or
- 2.8.1.2 the Bidder does not provide, within the time specified by the Contracting Authority, the supplemental information sought by the Contracting Authority for evaluation of the Bid.
- 2.8.1.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Contracting Authority reserves the right to:

- (a) take any such measure as may be deemed fit in the sole discretion of the Contracting Authority, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Contracting Authority, that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially

incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Contract, and if the Selected Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Contracting Authority to the Selected Bidder or the Operator, as the case may be, without the Contracting Authority being liable in any manner whatsoever to the Selected Bidder or Operator. In such an event, the Contracting Authority shall be entitled to encash the Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Contracting Authority under the Bidding Documents and/ or the Contract, or otherwise.

C. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the contents as listed below, and will include any Addenda issued in accordance with the relevant provisions of this RFP.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Bidding Forms

- I. Letter comprising the Bid
- II. Bank Guarantee for BID Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Joint Bidding Agreement
- VI. Particulars of the Applicant
- VII. Technical Capacity of the Applicant
- VIII. Financial Capacity
- IX. Instructions for Online Bid Submission
- XA Checklist of Technical Bid
- X. Guidelines of the Department of Disinvestment
- XI. Format for Financial Bid

The draft Contract provided by the Contracting Authority as part of the Bidding Documents are deemed to be part of this RFP.

Unless downloaded directly from the Procuring Entity's website as specified herein, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with RFP.

Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

2.10 Clarifications

Bidders requiring any clarification on the RFP may notify the Contracting Authority in writing by e-mail. They should send in their queries on or before the date mentioned in the Schedule of

Bidding Process specified in Clause The Contracting Authority shall endeavor to promptly respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Contracting Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

The Contracting Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be read as compelling the Contracting Authority to respond to any question or to provide any clarification.

The Contracting Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Contracting Authority shall be deemed to be part of the Bidding Documents.

2.11 Amendment of RFP

At any time prior to the Bid Due Date, the Contracting Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

Any Addendum issued hereunder will be in writing and shall be hosted at <https://aiwcl.co.in/> and <https://assamtenders.gov.in/>.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Contracting Authority may, in its sole discretion, extend the Bid Due Date.

D. PREPARATION AND SUBMISSION OF BIDS

2.12 Format and Signing of Bid

The Bidder shall provide all the information sought under this RFP. The Contracting Authority will evaluate only those Bids that are received in the required formats and complete in all respects. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid.

2.13 Sealing and Marking of Bids

The Bidder shall upload the documents on Assam Government eProcurement System <https://assamtenders.gov.in/>.

Submission of Bids

- 2.13.1.1 The original Power of Attorney (PoA) must be delivered to the office of Bid Inviting Authority of AIWCL as mentioned in the NIT, on or before Bid Due Date & Time.
- 2.13.1.2 Online Bids submitted without original PoA shall automatically become ineligible and shall not be considered for opening of Bids.
- 2.13.1.3 In case of MSE registered firms, letter of claim of exemption for EMD with documentary evidence in support of the claim must be delivered to the office of the Bid Inviting Authority of AIWCL as mentioned in the NIT on or before Bid Due Date & Time.
- 2.13.1.4 The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.
- 2.13.1.5 The scanned copy of the Technical Bids, complete in all respects, should be submitted as mentioned below.
 - i. Bid Security as specified in the RFP;
 - ii. Power of Attorney for signing of Bid in the format;

- iii. If applicable, the Power of Attorney for Lead Member of Consortium in the format ;
- iv. A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to hereinabove;
- v. Technical and Financial Capacity of the Applicant in the format

The pages of each document shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder.

The Financial Bid should be submitted online through eProcurement Portal <https://assamtenders.gov.in/> on or before Bid Due Date & Time.

2.14 Bid Due Date

Bids should be submitted before the specified time on the Bid Due Date on the eProcurement Portal <https://assamtenders.gov.in/>.

The Contracting Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the relevant clauses of RFP uniformly for all Bidders.

2.15 Late Bids

Bids received by the Contracting Authority after the specified time on the Bid Due Date shall be summarily rejected.

2.16 Contents of the Bid

The Bidder shall specify the Revenue Share, offered by them to undertake the Project in accordance with this RFP and the provisions of the Contract.

The opening of Bids and acceptance thereof shall be in accordance with this RFP.

2.17 Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Contracting Authority prior to the Bid Due Date, on the eProcurement Portal <https://assamtenders.gov.in/>. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Contracting Authority, shall be summarily rejected.

2.18 Rejection of Bids

Notwithstanding anything contained in this RFP, the Contracting Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Contracting Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Contracting Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability and without assigning any reasons thereof.

2.19 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the

Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Contracting Authority.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Contracting Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Contracting Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Contracting Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Contracting Authority or as may be required by law or in connection with any legal process.

2.21 Correspondence with the Bidder

Save and except as provided in this RFP, the Contracting Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

E. BID SECURITY

2.22 Bid Security

The Bidder shall furnish as part of its bid, a Bid Security in the amount as specified in the NIT. Bidders belonging to Scheduled Caste (SC), Scheduled Tribes (ST) Other Backward Classes (OBC) and any other class of Bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but, in such cases documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.

The bid security shall be in any of the following forms at the Bidder's option:

- 2.22.1.1 Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or
- 2.22.1.2 Bank Guarantee issued by a Scheduled Bank in India; or
- 2.22.1.3 Deposit through Digital mode as specified in the BDS; or

In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in Section VI - Bidding Forms. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank. The Bid Security must remain valid for 28 days beyond the original or extended validity period of the bid.

Any bid not accompanied by a Bid Security and not secured as indicated in the RFP shall be rejected by the Procuring Entity as non-responsive.

The bid security of a Bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.

The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.

The Bid Security of unsuccessful Bidder shall be released within 15 (Fifteen) working days after signing of Agreement and deposit of performance security by the successful Bidder.

The Bid Security of successful Bidders shall be released within 15 (Fifteen) working days upon the successful Bidder's signing the contract and furnishing the Performance Security. As an

alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful Bidder furnishes the full amount of performance security.

In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all Bidders after the decision to cancel procurement process.

The Bid Security of the Bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

The Bid Security deposited by a Bidder shall be forfeited in the following cases:

- 2.22.1.4 when the Bidder withdraws or modifies its bid after opening of bids;
- 2.22.1.5 when the Bidder does not deposit the required performance security within the specified period; and
- 2.22.1.6 if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders.
- 2.22.1.7 Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;

2.23 Code of Integrity

The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a procurement process the following:

- 2.23.1.1 any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- 2.23.1.2 any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 2.23.1.3 any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- 2.23.1.4 improper use of information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- 2.23.1.5 any financial or business transactions between the Bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
- 2.23.1.6 any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 2.23.1.7 any obstruction of any investigation or audit of a procurement process;
- 2.23.1.8 making false declaration or providing false information for participation in— a) tender process or to secure a contract; b) disclosure of Conflict of Interest; c) Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three

years or of any debarment by any other Procuring Entity.

In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including–

- 2.23.1.9 exclusion of the Bidder from the procurement process;
- 2.23.1.10 calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- 2.23.1.11 forfeiture or encashment of any other security or bond relating to procurement;
- 2.23.1.12 recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- 2.23.1.13 cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- 2.23.1.14 debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

2.24 Conflict of Interest

Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-

- 2.24.1.1 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- 2.24.1.2 within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- 2.24.1.3 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- 2.24.1.4 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;

The situations in which Bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- 2.24.1.5 If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or

indirectly involved in or related to the procurement process or execution of contract;

2.24.1.6 If they receive or have received any direct or indirect subsidy from any other Bidder;

2.24.1.7 If they have the same legal representative for purposes of the bid;

2.24.1.8 If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;

2.24.1.9 If they participate in more than one bid in the same bidding process;

2.24.1.10 If they have controlling partners in common;

2.24.1.11 If a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;

In the 'Letter of Bid' to be submitted by the Bidder, as per format given in Section VI - Bidding Forms, each Bidder shall provide a signed statement that the Bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement.

In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

The Contracting Authority shall open the Bids at the specified time and venue in the presence of the Bidders who choose to attend.

The Contracting Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 3.

To facilitate evaluation of Bids, the Contracting Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

Prior to evaluation of Bids, the Contracting Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- 3.2.1.1 it is received as per the format;
- 3.2.1.2 it is received by the Bid Due Date including any extension thereof;
- 3.2.1.3 it is accompanied by the Bid Security as specified in the RFP;
- 3.2.1.4 it is accompanied by the Power(s) of Attorney;
- 3.2.1.5 it contains all the information as requested in this RFP and/or Bidding Documents in the specified formats;
- 3.2.1.6 it does not contain any condition or qualification; and
- 3.2.1.7 it is not non-responsive in terms hereof.

The Contracting Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Contracting Authority in respect of such Bid. Provided, however, that the Contracting Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

Subject to the provisions of this RFP, the Bidder whose Bid is adjudged as responsive and who quotes the highest Revenue Share to the Contracting Authority, shall ordinarily be declared as the selected Bidder (the **“Selected Bidder”**). In the event that the Contracting Authority rejects or annuls all the Bids, shall stand cancelled.

In the event that two or more Bidders quote the same amount of Revenue Share (the **“Tied Bidders”**), the Contracting Authority shall identify the Selected Bidder by conducting re-bidding among the Tied Bidders, which shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend. For the avoidance of doubt, only the bids which quote a higher bid than the tie bid shall be considered.

After selection, a Letter of Award (the **“LOA”**) shall be issued by the Contracting Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return a copy of the LOA in acknowledgement thereof. In the event the copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Contracting Authority may, unless it consents to extension of time for submission thereof, shall take appropriate actions. After acknowledgement of the LOA as aforesaid by the Selected Bidder execute the Contract within the period prescribed in this RFP. The Selected Bidder shall not be entitled to seek any

deviation or modification in the Contract.

Selected Bidder shall sign the Agreement, provided as part of this RFP, within 30 (thirty) days from the date of issue of the LOA.

3.4 Contacts during Bid Evaluation

While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Contracting Authority and/or their employees/ representatives on matters related to the Bids under consideration. It is clarified that the Bids shall be deemed to be under consideration immediately after they are opened and until such time the Contracting Authority makes official intimation of award/ rejection to the Bidders.

4 FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Contracting Authority may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Contracting Authority shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Contracting Authority under the Bidding Documents and/ or the Contract, or otherwise.

Without prejudice to the rights of the Contracting Authority under Clause 4 hereinabove and the rights and remedies which the Contracting Authority may have under the LOA or the Contract, or otherwise if a Bidder or Operator, as the case may be, is found by the Contracting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the Contracting Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Contracting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Contracting Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Contracting Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 1.2.13 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Contracting Authority in relation

to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Contracting Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Contracting Authority. The Contracting Authority shall endeavor to provide clarifications and such information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. All disputes shall be initiated only in Guwahati.

The Contracting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
2. consult with any Bidder in order to receive clarification or further information;
3. retain any information and/ or evidence submitted to the Contracting Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
4. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Contracting Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7 SCOPE OF WORK

CONCESSION AND TERMINAL ASSETS

7.1 Concession Period

The Concession hereby granted is for a period of **30 (10+10+10) years** commencing from Date of Award of Concession during which the Concessionaire is authorized to provide Terminal Facilities and Services as per Scope of work in accordance with the provisions hereof. The Concessioneing Authority will review the performance of the Concessionaire on completion of the 10th year and shall take a decision to continue the Concession based on the performance of Concessionaire in terms of revenue collection, upkeep and management of the terminal, new activities taken up during the evaluation period for enhancing the revenue, proposed plan for augmenting the revenue generation. Provided that, the Concessioneing Authority would create a mechanism objectively, in consultation with the Concessionaire during the 2nd year of the period of evaluation and monitor the performance of the Concessionaire.

7.2 Acceptance of the Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to provide Terminal Facilities and Services in accordance with the provisions of this Agreement. Subject to and in accordance with the provisions of this Agreement and Applicable Laws and Applicable Permits, the Concessionaire shall at its costs, charges, expenses and risk including but not limited to foreign exchange variation risk if any, operate, maintain and repair/ replace the Terminal Facilities and Services.

7.3 Terminal's Assets

- (a) In consideration of the Concessionaire agreeing to perform and discharge its obligations as set forth in the Scope of Work, the Concessioneing Authority hereby grants to the Concessionaire, the exclusive right to enter upon, occupy and use the Terminal's Assets for the purpose of operation and maintenance of Terminal Facilities and Services.
- (b) The Concessionaire shall at its costs, charges and expenses make such development and improvements in the Terminal's Assets as may be necessary or appropriate for operation and maintenance of Terminal Facilities and Services in accordance with the Agreement, Applicable Laws and Applicable Permits.

7.4 Use of Terminal's Assets

The Concessionaire shall not without the prior written consent or approval of the Concessioneing Authority use the Terminal's Assets for any purpose other than for the

purpose of operation and maintenance of the Terminal Facilities and Services and purposes incidental thereto as approved by the Concessioneing Authority.

7.5 Information about Terminal Site and Terminal Assets

The information about the Terminal Site and Terminal Assets is provided by the Concessioneing Authority in good faith and with due regard to the matters for which such information is required by the Concessionaire. The Concessioneing Authority agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Terminal Site and Terminal Assets, which the Concessioneing Authority may now possess or may hereafter come to possess, as may be relevant to the implementation of the Project. Subject to this, the Concessioneing Authority makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Terminal Assets.

7.6 Acceptance of the Terminal Assets

The Concessionaire accepts possession of the Terminal's Assets and Project Site on 'as is where is' basis and confirms having:

- (a) inspected the Terminal Site and Terminal Assets, including the berths and all structures thereat and its surroundings;
- (b) satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the Terminal Site and Terminal Assets, the nature of the ground and subsoil, the form and nature of the Terminal's Assets, and the nature of the design, work and materials necessary for the performance of its obligations.
- (c) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Concessionaire and its rights and obligations under or pursuant to this Agreement.

7.7 OPERATIONS & MAINTENANCE

(a) Obligations of the Concessionaire

The Concessionaire shall manage, operate, maintain and repair the Terminal Facilities and Services, entirely at its cost, charges, expenses and risk in accordance with the provisions of the Scope of Work. The Concessionaire's obligations shall include but shall not be limited to the following:

(i) Berth and Terminal Operations:

The Concessionaire shall:

- (a) promptly commence operations upon the Terminal Facilities and Services being declared by the Concessioneing Authority as ready for operations;
- (b) ensure compliance of the Terminal Facilities and Services at least as per the Scope of Work.;
- (c) be free to deploy higher capacity equipment/facilities/ technology, etc. and induct new technology and carry out value engineering for improved productivity and/or improved utilization and/or cost saving of Project assets during the concession period;
- (d) ensure that the Terminal Facilities and Services shall adhere to the Operations and Maintenance Standards and Safety Standards and there is safe, smooth and uninterrupted flow of traffic normal operating conditions;
- (e) minimize disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Terminal Facilities and Services by providing a rapid and effective response and maintaining liaison with emergency services of the Concessioneing Authority or other agencies;
- (h) make available all necessary financial, technical, technological, managerial and other resources for operation, maintenance, repair and replacement of the Terminal Facilities and Services in a timely manner;
- (i) ensure maintenance of proper and accurate record/data/accounts relating to operations of the Terminal Facilities and Services and the revenue earned there from;
- (j) obtain, maintain and comply with Applicable Permits and comply with the Applicable Laws including those relating but not limited to dock side safety, health, environment and labour;
- (k) subject to the provisions of this Agreement, perform, undertake or provide, in connection with the Terminal, all services which the Concessioneing Authority is authorized to perform, undertake or provide under the provisions of the prevailing rules, regulations and acts; and
- (l) prevent, with the assistance of concerned law enforcement agencies, any encroachment or unauthorized use of the Terminal Facilities and Services.

(ii) Repairs and Maintenance

The Concessionaire shall at its own cost:

(a) repair as necessary and maintain the Terminal Facilities and Services or any part thereof in accordance with the Scope of Work and for this purpose carry out routine preventive measures and maintenance of the Terminal Facilities and Services including resurveying of pavement, repair structures and repair and refurbish equipment; and

(b) maintain the Terminal Facilities and Services in accordance with the provisions of this Agreement and Good Industry Practice with the objective of providing adequate service standards and ensuring that the Terminal Facilities and Services to be transferred to the Concessioning Authority upon expiry of the Concession Period are in good condition, normal wear and tear excepted.

(iii) Replacement of Equipment

The Concessionaire shall at its cost, plan for replacement of the equipment well ahead of the time when the utility thereof is reasonably expected to expire and replace the equipment in accordance with Good Industry Practice so as to ensure that the Terminal Facilities and Services commensurate with the Scope of Work, at all times during the Concession Period.

(iv) Repairs, Replacement or Restoration

The Concessionaire shall at its own costs, promptly and diligently repair, replace or restore any of the Terminal Facilities and Services or part thereof which may be lost, damaged, or destroyed for any reason whatsoever.

(v) Removal / Replacement of Assets

Except as provided/authorized under this Agreement the Concessionaire shall not, without the prior written intimation to the Concessioning Authority, remove or replace any assets comprised in the Terminal Facilities and Services. Such notice shall contain the exact details of the assets that the Concessionaire intends to remove and/or replace, its reasons for doing so and the likely period for replacement.

(vi) Payments to the Concessioning Authority

The Concessionaire shall make/ensure payments to the Concessioneing Authority as per the provisions of the Contract herein.

(vii) Access for Inspection

The Concessionaire shall be obliged to extend all co-operation to Independent Engineer/Auditor for purposes of verifying that the Terminal Facilities and Services are operated and maintained in compliance with the Performance Standards and adhere to the Operations and Maintenance Standards and Safety Standards. Such verification shall be made annually. Additionally, the Concessionaire shall upon prior intimation by the Concessioneing Authority provide the authorized representatives of the Concessioneing Authority access to the Terminal's Assets/the Terminal Facilities and Services for inspection and review of operations and also to ascertain compliance with any of the requirements under this Agreement. Without prejudice to the generality of this provision, it is agreed that the Concessionaire shall in particular extend all co-operation and information required by the Experts appointed by the Concessioneing Authority for conducting a safety audit and verifying that the Terminal Facilities and Services are in strict compliance with the Safety Standards.

(viii) Reports

The Concessionaire shall provide to the Concessioneing Authority, Monthly reports on passenger traffic, unit gross output/ discharge rates at berth, daily output rated per vessel, Tariff earned and collected in respect of Terminal Facilities and Services and effective working time to waiting within 15 (fifteen) Days following the end of each Month, and any other information relating to operations which the Concessioneing Authority may require from time to time. If so desired by the Concessioneing Authority, the Concessionaire shall provide the reports in prescribed formats and in electronic form so as to provide online access to the Concessioneing Authority and its representatives.

(ix) Computer System and Network

If required, the Concessionaire shall install, operate and maintain such computer system and network (such as Electronic Data Interchange and Port Community System) and follow such protocol as the Concessioneing Authority may specify from time to time.

(x) Security Arrangements

The Concessionaire may make his own arrangements for security in the Terminal Facility and with respect to the Terminal provided the Concessionaire shall abide by the security regulations/ procedures prescribed by the Concessioneing Authority or a Government Authority from time to time. It shall also conform to and assist the Concessioneing Authority or any authority responsible therefor in conforming to the extant provisions in the prevailing regulations and acts and such other codes/requirements of International Maritime Organization as may be applicable to India from time to time.

(xi) Employment of Personnel

The Concessionaire shall employ qualified and skilled and unskilled personnel required to operate and maintain the Terminal Facilities and Services. The terms of employment may be as deemed fit by the Concessionaire and the Concessionaire shall comply with all Applicable Laws and bear all costs in this regard. Without prejudice to the generality of this provision, all requisite approvals for employment of personnel of foreign origin or nationality shall be obtained by the Concessionaire prior to engaging such personnel. Failure to obtain approval will not amount to a Force Majeure Event. All employees shall always remain the Concessionaire's responsibility.

Further, the Concessionaire shall comply with the requirements of employing the existing personnel/ labour as per the Labour Law of the State. All labour law compliances shall be that of the Concessionaire alone.

(xii) Maintenance of Complaint Portal

(a) The Concessionaire shall maintain a "Complaint Portal" on its website which shall be available to all users of the Terminal Facilities and Services who shall be duly informed about availability of the provision for lodging of complaints. The Complaint Portal will also be linked to the Concessioneing Authority website with an alert system for real time access to the complaints.

(b) Concessionaire shall take action for just and fair redressal of the grievance and submit a reply to the complainant within thirty days from the date of receipt with a copy to Authority and maintain a proof of reply.

(c) If Concessionaire fails to address the grievance and the complaint makes a reference to Concessioneing Authority, it will issue directions which shall be complied by the

Concessionaire.

7.7 (b) Rights of Concessionaire

(i) Refinancing

Upon request made by the Concessionaire to this effect, the Concessioneing Authority shall, in conformity with any regulations or guidelines that may be notified by the Government of Assam or Government of India or the Reserve Bank of India and other competent authority as applicable, as the case may be, permit and enable the Concessionaire to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior written consent of the Concessioneing Authority, which consent shall not be unreasonably withheld. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Concessionaire, but the repayment thereof shall be completed no later than 1 (one) year prior to expiry of the Concession Period.

(ii) Preferential and Priority Berthing

Normally, except for the priority and preferential berthing that may be authorized in terms of guidelines issued by the Government from time to time, the Concessionaire shall manage and operate the Terminal Facilities and Services on a first come - first serve, common-user basis, open to any and all shipping lines, importers, exporters, shippers, consignees and receivers, and refrain from indulging in any unfair or discriminatory practice against any user or potential user thereof. However, if there is a requirement to offer preferential or priority berthing to any one or more vessel owners/operators to optimize the use of the Terminal Facilities and Services, it shall be done in accordance with the priority berthing norms agreed in writing between Concessionaire and Concessioneing Authority

7.7 (c) Obligations of the Concessioneing Authority

In addition to any of its other obligations in this Agreement, the Concessioneing Authority shall arrange for and provide the following:

(i) Terminal Services

The Concessioneing Authority shall provide/ cause to be provided, to the Concessionaire, the

following services:

- (a) scheduling the entry, berthing and sailing of the vessels, pilotage and towage on a non-discriminatory basis subject to priority berthing norms and the sailing schedule depending on individual ship characteristics and conditions;
- (b) waterside safety and safety of navigation;
- (c) provision and maintenance of all general port infrastructure other than those covered under the Concession, necessary for management, operation and maintenance of the Terminal Facilities and Services;
- (d) provide for/put in place arrangements for provision of Supporting Project Infrastructure as provided herein;

(ii) Approvals

The Concessioneing Authority shall promptly grant approvals/ consents sought by the Concessionaire as required under this Agreement subject to the Concessionaire having complied with all Applicable Laws/requirements in this regard.

7.7 (d) Rights of Concessioneing Authority

(i) If in the reasonable opinion of the Concessioneing Authority, the Concessionaire is in material breach of its obligations, the Concessioneing Authority may, without prejudice issue termination thereof, by notice require the Concessionaire to take reasonable measures for the handling of terminal.

(ii) In the event that the Concessionaire fails to handle Terminal at the Project as per Agreement within a reasonable period, the Concessioneing Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for handling of Terminal at the Project, at the risk and cost of the Concessionaire and to recover any costs and expenses incurred by the Concessioneing Authority in discharge of its obligations hereunder from the Concessionaire; provided that such taking over by the Concessioneing Authority shall be of no greater scope and of no longer duration than is reasonably required.

(iii) the Concessioneing Authority has the right, to recover the costs directly from the Escrow

Account as if such costs were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Concessioneing Authority under this Clause and debit the same to O&M Expenses.

7.8 Utilities and Services

The Concessioneing Authority shall during the Concession Period provide access to the Concessionaire to all infrastructure facilities and utilities including water, electricity and telecommunication facilities necessary for the implementation, operations and maintenance of the Terminal Facilities and Services at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers availing substantially equivalent facilities and utilities.

7.9 Liability for Shortfall in Performance

(a) In the event the Concessioneing Authority, whether from the review of reports submitted by the Concessionaire in accordance with the provisions of this Agreement or otherwise, observes that the Terminal Facilities and Services do not comply with the Performance Standards or fall short of the Performance Standards, the Concessioneing Authority shall calculate the amount of liquidated damages payable by the Concessionaire and demand the Concessionaire by a notice in writing to pay the same within 30 (thirty) Days and on failure of the Concessionaire to pay the same recover the amount from the Concessionaire. Provided that on receipt of the demand the Concessionaire may make a written representation to the Concessioneing Authority which shall be considered by the Concessioneing Authority on merits and the Concessioneing Authority may waive the liquidated damages in part or full, if it is satisfied that the Concessionaire has been carrying out its obligations diligently and efficiently and the shortfall to be waived was on account of reasons beyond the control of the Concessionaire.

(b) In the event the Concessionaire, with adequate supporting documentation, represents that the provision of services by Concessioneing Authority do not comply with the Performance Standards or fall short of the Performance Standards, the Concessionaire shall calculate the amount of liquidated damages payable by the Concessioneing Authority and demand the Concessioneing Authority by a notice in writing to pay the same within 30 (thirty) Days and on failure of the Concessioneing Authority to pay the same, recover the amount from the

Concessioneing Authority. Provided that on receipt of the demand, the Concessioneing Authority may make a written representation to the Concessionaire which shall be considered by the Concessionaire on merits and the Concessionaire may waive the liquidated damages in part or full, if it is satisfied that the Concessioneing Authority has been carrying out its obligations diligently and efficiently and the shortfall to be waived was on account of reasons beyond the control of the Concessioneing Authority.

7.10 TARIFF

(i) Applicable Tariff

Concessionaire shall fix the Tariff based on market conditions and on such other conditions, if any, as may be notified and made applicable by a competent authority in the State.

(ii) Levy and Recovery of the Tariff

The Concessionaire shall be entitled to recover Tariff from the users of the Terminal Facilities and Services as per the Tariff set by the Concessionaire. The Concessionaire shall deposit all Tariff and other receipts in relation to the Terminal Facilities and Services in the Escrow Account and shall not make any such deposits to any other account either of the Concessionaire or of any other person.

(iii) Collection of Cesses and Charges

The Concessionaire shall collect all cesses and charges including infrastructure cess, if any levied on the users as notified by a competent authority and as may be requested by the Concessioneing Authority, on behalf of the Concessioneing Authority and remit the same to the Concessioneing Authority. Provided, the Concessionaire shall be duly authorized by the Concessioneing Authority or such other authority as may be competent in this regard, for the purpose of such collection.

Other obligations/responsibilities of the Concessionaire:

1. General Passenger Transportation fee:

The Concessionaire is responsible for the collection of the transportation fee in accordance with the prevailing Regulations and tariff plans under the Regulatory body of the Assam Inland Water Transport Regulatory Authority. This implies for the passenger transport fee, bicycle, two-wheeler, four-wheeler and goods fee.

2. Docking charges for Private vessels:

The docking charges for private vessels needs to be regulated in discussion with the Authority on concessional rates as applicable.

Priority Charges in addition to normal berth hire charges as stated above or as and when amended will be applicable: (a). For providing "Priority Berthing" to any vessel, a fee equivalent to 100% of the berth hire

charges calculated for the total period of actual stay at the berth subject to a minimum of Berth Hire charges for 24 hours shall be levied. (b). For providing “Ousting Priority” to any vessel, a fee equivalent to 100% of the berth hire charges calculated for the total period of actual stay at the berth subject to a minimum of Berth Hire charges for 24 hours shall be levied.

3. Leasing of Commercial Spaces:

The concessionaire is responsible for the occupancy and lease of the commercial spaces inside the premise and for the maintenance and servicing of all the assets inside premise. There is the below listed provision inside premise:

i) Ground floor:

- a) VVIP Room or Lounge
- b) Food Court
- c) Locker Rooms
- d) Store Room
- e) ATM Kiosks
- f) Vending Machines

ii) First floor:

- a) VVIP Observatory
- b) Cafeteria & Public Observatory Deck
- c) Shop-3 nos.
- d) Pharmacy

iii) Advertisement- Inside Terminal Building

The concessionaire is responsible for the revenue to be earned from leasing of the advertisement assets. The possible advertisements assets are as follows:

- a) LED Screens- 4 Nos
- b) Digital Standee- 4 Nos

iv) Advertisement- Outside Terminal Building

- a) Terminal Boundary- Pole Kiosks- 10 Nos
- b) Link Span- Glow Sign Board- 20 Nos

4. Parking Spaces:

The concessionaire is responsible for the occupancy of the parking spaces and earning revenue from the same. The parking provisions are as follows:

- a) Four-Wheeler- 20 Nos
- b) Two-Wheeler- 38 Nos

8 BIDDING FORMS

Annexure I: Letter comprising the Bid

The Bidder must prepare the Letter comprising the Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: [insert date (as day, month and year) of Bid Submission]

Bid Ref. No.: **insert number of bidding process**

To: [insert complete name of Employer]

Sub: Bid for the Management and Operation & Maintenance of Gateway of Guwahati Terminal
at Guwahati under Assam Inland Waterways Company Limited

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Contracting Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Operator for the Management & Operation and Maintenance of the aforesaid Project.
4. I/ We shall make available to the Contracting Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Contracting Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Contracting Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with the provisions of this RFP document; and

- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any Agreement entered into with the Contracting Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with relevant Clause of the RFP document.
- 9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
- 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 13. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes technical qualification under and in accordance with the RFP, I/We shall inform the Contracting Authority forthwith along with all relevant particulars and the Contracting Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract but prior to COD of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Contracting Authority being liable to us in any manner whatsoever.
- 14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Contracting Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a

Section VII- Bidding Forms

Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. I/ We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Contracting Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
17. I/ We submit a Bid Security to the Contracting Authority in accordance with the RFP Document.
18. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/us or our Bid is not opened or rejected.
19. The Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project, as shared of the Contracting Authority. The quoted Revenue Share shall be exclusive of applicable taxes.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Operator under the Contract till COD in accordance with the Contract.}
22. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
23. I/ We hereby submit our Bid and offer Revenue Share as provided in this RFP for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract;

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Annexure II: Bank Guarantee for Bid Security

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: *[Employer to insert its name and address]*

Bid Ref. No.: *[Employer to insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Bid Ref. No. _____ ("the Bidding Documents").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension there to be provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

Annexure III: Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company Limited (“the Contracting Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Contracting Authority, representing us in all matters before the Contracting Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Contracting Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with the Contracting Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 2024

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney infavour of the person executing this Power of Attorney for the delegation of powerhereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure IV: Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the (the “Contracting Authority”) has invited bids from interested parties for theProject (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Requestfor Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at....., M/s., having our registered office at....., and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, allor any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bidof the Consortium and generally to represent the Consortium in all its dealings with the Contracting Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Contracting Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deedsand things done or caused to be done by our said Attorney pursuant to and in exercise of thepowers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemedto have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2024

For.....(Signature, Name & Title)

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For(Signature, Name & Title)

For(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure V: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of _____ 2024.

AMONGST

1. {... Limited, a company incorporated under the Companies Act, 1956/2013} 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, 1956/2013} 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

3. {... Limited, a company incorporated under the Companies Act, 1956/2013 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) The Assam Inland Waterways Company Limited, (hereinafter referred to as the “Contracting Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications by its Request for Proposal No. xx dated xx.xx.xxxx for qualification and selection of bidders for management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company Limited.
- (b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (c) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

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 RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) 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 Consortium and not individually and/ or through any other 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 Consortium is declared the selected Bidder and awarded the Project, it shall enter into an O & M Agreement with the Contracting Authority and for performing all its obligations as the Operator in terms of the O & M Agreement for the Project.

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 Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the O&M Agreement when all the obligations of the Operator shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) Party of the Third Part shall be {the Financial Member of the Consortium.}

5. Joint and Several Liability

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 RFP and the O& M Agreement, till commencement of operations for the Project is achieved under and in accordance with the O&M Agreement.

6. Representation of the Parties

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

- (a) Such Party is duly organised, 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 authorised 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 organisational documents thereof;
 - (iv) Violate any clearance, permit, contract, grant, license or other governmental authorisation, approval, judgement, 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 fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until commencement of operations of the Project is achieved under and in accordance with the O & M Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified, as the case may be.

8. Miscellaneous

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

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Contracting 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

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. 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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. 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.

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3. 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.

Annexure VI: Particulars of the Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch offices, if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individuals who will serve as the point of contact/ communication for the Contracting Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with notes provided at Annexure IV.

The following information shall also be provided for each Member of the Consortium

Name of Applicant/ member of Consortium:

No	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the Application Due Date?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Annexure VII: Technical Capacity of the Applicant

Sl. No	Applicant type [#]	Project Name	Project Brief	Supporting Document
1	Single entity Applicant			
2	ConsortiumMember 1			
3	ConsortiumMember 2			
4	ConsortiumMember 3			

Note:

Provide details of only those projects that have been undertaken by the Applicant under its own name.

The Applicant shall provide supporting documents in the form of certificate, etc. in order to make the project eligible for consideration.

In absence of certificates, certificates from statutory auditor may be provided.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

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Annexure VIII: Financial Capacity

Sl. No	Applicant type (1)	Turnover in Year 1 (2)	Turnover in Year 2 (3)	Turnover in Year 3 (4)	Turnover in Year 4 (5)	Turnover in Year 5 (6)
1	Single entity					
2	Consortium Member 1					
3	Consortium Member 2					
4	Consortium Member 3					
5	TOTAL					

Note: All the members shall submit the Audited financial statements along with their bid submission.

Name & address of Applicant's Bankers:

Certificate from the Statutory Auditor

Name of the audit firm:

Seal of the audit firm:

(Signature, name and
designation of the
authorised signatory)

Date:_____