



Assam Inland Water Transport Development Society
(An Autonomous Body under the Transport Department, Government of Assam)
3rd floor, Directorate of Inland Water Transport, Ulubari, Guwahati – 7::email: dir.iwtds-as@gov.in::Tel: +91361-2526421

No. AIWTDS-270/2021/153

Dated, Guwahati, the 16th Oct'2021

Corrigendum-IV

In reference to the tender notification no. AIWTDS/270/2021/50 dtd. 11/08/2021 for E-procurement of "Contraction of Terminal and Riverine Infrastructure at Guwahati Gateway Ghat, Assam", certain amendments enclosed as **Annexure-A**, have been incorporated in the bid document. Bidders are requested to take the note of these amendments prior to the submission of bid.

The last date for submission of bid has also been extended to **16 November, 2021 till 14:00 HRS (IST)**. The date & time of bid opening through e-procurement portal of govt. of Assam viz. www.assamtenders.gov.in is fixed on **16 November, 2021 at 16:00 HRS (IST)**


Gautam Das, ACS
Additional State Project Director
Assam IWTD Society

Memo No. AIWTDS-270/2021/153-A
Copy to:

Dated, Guwahati, the 16th Oct'2021

- i) The Director, IWT Assam for information and publishing the Corrigendum-II in the website of DIWT www.iwtdirectorate.assam.gov.in
- ii) OSD to SPD, AIWTD Society for kind appraisal of the State Project Director, AIWTDS
- iii) AIWTD Society's Website: www.aiwtdsociety.in
- iv) e-procurement portal of Govt. of Assam viz. www.assamtenders.gov.in
- v) The Office Notice Board


Additional State Project Director
Assam IWTD Society

Annexure-A

CORRIGENDUM-IV

“Contraction of Terminal and Riverine Infrastructure at Guwahati Gateway Ghat, Assam”

Reference Notice No.: AIWTDS-270/2021/153

Dated, 16 .10.2021

| Ref. Clause No. | As per RFB | Modified As |
|---|---|--|
| Vol – I , Notice of RFB | Completion Period : 18 (eighteen) months | Completion Period : 24 (twenty four) months |
| Vol-I , SPN, Para 2 | The AIWTDS now invites online bids from eligible Bidders for the construction of works detailed below: Construction of Terminal and Riverine Infrastructure at Guwahati Gateway Ghat, Assam in 18 months of Construction Phase and 12 months of Defect Liability Period of time consisting of..... | The AIWTDS now invites online bids from eligible Bidders for the construction of works detailed below: Construction of Terminal and Riverine Infrastructure at Guwahati Gateway Ghat, Assam in 24 months of Construction Phase and 12 months of Defect Liability Period of time consisting of..... |
| Vol – I, Section – II, BDS ITB reference - ITB 4.1 | Bids from Joint ventures are not acceptable. | Bids from Joint ventures are acceptable. Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: 2 (Total) (b) Place where the agreement to form JV to be registered is GUWAHATI, Assam (c) Joint Venture agreement included, refer Annexure-JV |
| Vol – I, Section – II, BDS ITB reference - ITB 14.5 | The prices quoted by the Bidder shall Not be subject to adjustment during the performance of the Contract. | The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract. |
| Vol – I, Section – II, BDS ITB reference - ITB | The deadline for uploading the Bids is : | To be read as : |

| Ref. Clause No. | As per RFB | Modified As |
|--|---|---|
| 22.1 (Pursuant to Corrigendum-III) | Date: 02/11/2021, 2021 Time: 14:00 Hrs | The deadline for uploading the Bids is : Date: 16/11/2021, 2021 Time: 14:00 Hrs |
| Vol – I, Section – II, BDS ITB reference - ITB 25.1 (Pursuant to Corrigendum-III) | The online Bid opening of Technical Parts of Bids shall take place at: Assam Inland Water Transport Development Society Street Address: Assam Inland Water Transport Development Society, G.S. Road, Ulubari Floor/ Room number: PIN/Postal Code: 781 007 Country: INDIA Date: 02/11/2021, 2021 Time: 16:00 Hrs | To be read as The online Bid opening of Technical Parts of Bids shall take place at: Assam Inland Water Transport Development Society Street Address: Assam Inland Water Transport Development Society, G.S. Road, Ulubari Floor/ Room number: 3rd Fl PIN/Postal Code: 781 007 Country: INDIA Date: 16/11/2021, 2021 Time: 16:00 Hrs |
| Vol – I, Section – III, Clause 2, Qualification Criteria | Clause 2 : | Earlier Clause 2 deleted. Revised Clause 2 modified, refer Annexure 1 |
| Vol – I, Section – IV, Bidding Forms, Appendix to Technical Part, Bidder's Qualification | NA | In case of Joint venture bids, following forms are included as part of bid submission: <ul style="list-style-type: none"> Form EI 1.2 Information Form for JV Bidders included Details of participation in the Joint Venture Joint Venture – Turnover Data These forms are included in Annexure 2. |
| Vol – I, Section – VII, Part-1, Article 1, clause 1.5 Joint and Several Liability | Joint and Several Liability- Not Applicable | Joint and Several Liability- Applicable |
| Vol – I, Section – III, Clause 3, Key Personnel & Section – VII, Key Personnel | NA | In case of Joint Venture Bid, Key Personnel Project Manager & Team Leader, Environmental Specialist, Planning Engineer, Electrical Engineer, QA/QC Engineer, HSE Engineer shall be from the Lead Member. Rest of the team members can be from any of the Joint Members. |
| Vol – I, Contract Conditions, | Project Milestone-I shall occur on the date falling on | Project Milestone-I shall occur on the date falling on the 210th (Two Hundred |

| Ref. Clause No. | As per RFB | Modified As |
|---|--|---|
| Schedule-J, Clause 2 | the 180th (One Hundred Eightieth) day from the Appointed Date (the "Project Milestone-I"). | Tenth) day from the Appointed Date (the "Project Milestone-I"). |
| Vol – I, Contract Conditions, Schedule-J, Clause 3 | Project Milestone-II shall occur on the date falling on the 330th (Three Hundred Thirtieth) day from the Appointed Date (the "Project Milestone-II"). | Project Milestone-II shall occur on the date falling on the 390th (Three Hundred Ninetieth) day from the Appointed Date (the "Project Milestone-II"). |
| Vol – I, Contract Conditions, Schedule-J, Clause 4 | Project Milestone-III shall occur on the date falling on the 450th (Four Hundred Fiftieth) day from the Appointed Date (the "Project Milestone-III"). | Project Milestone-III shall occur on the date falling on the 540th (Five Hundred Fortieth) day from the Appointed Date (the "Project Milestone-III"). |
| Vol – I, Contract Conditions, Schedule-J, Clause 5 | Project Milestone-III shall occur on the date falling on the 500th (Five Hundredth) day from the Appointed Date (the "Project Milestone-IV"). | Project Milestone-IV shall occur on the date falling on the 620th (Six Hundredth Twentieth) day from the Appointed Date (the "Project Milestone-IV"). |
| Vol – I, Contract Conditions, Schedule-J, Clause 6 | Project Milestone-V shall occur on the date falling on the 520th (Five Hundred Twentieth) day from the Appointed Date (the "Project Milestone-V"). | Project Milestone-V shall occur on the date falling on the 670th (Six Hundred Seventieth) day from the Appointed Date (the "Project Milestone-V"). |
| Vol – I, Contract Conditions, Schedule-J, Clause 7.1 | The Scheduled Completion Date shall occur on the 545th (Five Hundred Forty Fifth) day from the Appointed Date. | The Scheduled Completion Date shall occur on the 730th (Seven Hundred Thirty) day from the Appointed Date. |
| Vol – I, Part 4: Contract Conditions, ARTICLE 10 DESIGN AND CONSTRUCTION OF THE TERMINAL, Clause 10.3.1 | The Contractor shall construct the Project as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The scheduled completion period shall be 18 Months from the Appointed Date (the "Scheduled Completion Period") and the Contractor agrees and undertakes that | The Contractor shall construct the Project as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The scheduled completion period shall be 24 Months from the Appointed Date (the "Scheduled Completion Period") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Period, including any extension thereof. |

| Ref. Clause No. | As per RFB | Modified As |
|---|---|--|
| | the construction shall be completed on or before the Scheduled Completion Period, including any extension thereof. | |
| Vol – I, Part 4: Contract Conditions, ARTICLE 19 PAYMENTS, Clause 19.10 | Price adjustment for the Works- Deleted | Price adjustment for the Works-Included (Details of modified clause 19.10 and its sub-clause are included as Annexure-3 of this corrigendum document |
| Vol – I, Part 4: Contract Conditions, ARTICLE 19 PAYMENTS, Clause 19.11 | Restrictions on price adjustment- Deleted | Restrictions on price adjustment: Price adjustment shall be due and payable only in respect of the stages of Works for which the Stage Payment Statement has been submitted by the Contractor no later than 30 (thirty) days from the date of the applicable Project Milestone or the Scheduled Completion Date as the case may be, including any Time Extension granted therefor in accordance with the provisions of this Agreement. For the avoidance of doubt, in the event of submission of any Stage Payment Statement after the period specified herein, price adjustment shall be applicable until the date of the respective Project Milestone or the Scheduled Completion Date as the case may be. |
| Vol – I, Part 4: Contract Conditions, SCHEDULE-N SELECTION OF EMPLOYER'S ENGINEER, Clause 7.9 | During this period the TSSC will make at least one visit per month to verify the behavior of the structure and note defects. The time schedule for the construction activities of theGuwahati Gateway Ghat has been proposed as 18 months after the award of contract.However, for TSSC, the project duration considered as 24 Months which includes bid process management prior to award of contractor. The duration also includes extension of construction project due to unpredictable behaviour of river Brahmaputra which has been evidenced from past | During this period the TSSC will make at least one visit per month to verify the behavior of the structure and note defects. The time schedule for the construction activities of the Guwahati Gateway Ghat has been proposed as 24 months after the award of contract. However for TSSC, the project duration considered as 24 Months which includes bid process management prior to award of contractor. The duration also includes extension of construction project due to unpredictable behaviour of river Brahmaputra which has been evidenced from past projects on NW-2 |

| Ref. Clause No. | As per RFB | Modified As |
|-----------------|------------------|-------------|
| | projects on NW-2 | |



Gautam Das, ACS
Additional State Project Director
Assam IWTD Society.

Vol – I, Section – III, Clause 2, Qualification Criteria**2. Qualification Criteria**

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|---|---|-----------------------|--|-----------------------|---------------------|---|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| 1. Eligibility | | | | | | | |
| 1.1 | Nationality | Nationality in accordance with ITB4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITB4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.3 | Bank Eligibility | Not having been declared ineligible by the Bank, as described in ITB 4.5 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.4 | State-owned enterprise or institution of the Borrower country | Meets conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5 | United Nations resolution or Borrower's country law | Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|--|---|--|--|------------------------------------|---------------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| 2. Historical Contract Non-Performance | | | | | | | |
| 2.1 | History of Non-Performing Contracts | Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2016. | Must meet requirement ^{7 & 8} | Must meet requirement | Must meet requirement ² | N/A | Form CON-2 |
| 2.2 | SuspensionBased on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period | Not under suspension based on execution of a Bid/ ProposalSecuring Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 2.3 | Pending Litigation | Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form CON – 2 |

¹ Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

² This requirement also applies to contracts executed by the Bidder as JV member.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|--|---|---|--|--|---------------------|---|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions against the Bidder ³ since 1 st January 2016 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| 2.5 | Declaration: Environmental, Social, Health, and Safety (ESHS) past performance | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and sexual harassment (SH), human trafficking (HT), or health or safety requirements or safeguard in the past five years ⁴ . | Must make the declaration. Where there are Specialized Sub-contractor/s, they must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, they must also make the declaration. | N/A | Form CON-3 ESHS Performance Declaration |

³The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁴The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

| Eligibility and Qualification Criteria | | | Compliance Requirements | | | Documentation | |
|--|------------------------|---|-------------------------|--|---|---|--|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| 3. Financial Situation and Performance | | | | | | | |
| 3.1 | Financial Capabilities | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 28 Crs for the subject contract(s) net of the Bidder's other commitments | Must meet requirement | Must meet requirement | Must meet at least 25% of the requirement | Must meet at least 60% of the requirement | Form FIN – 3.1, with attachments Form Fin 3.3 |
| | | (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | N/A | N/A | |

| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
|--|---|---|-------------------------|--|--|--|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| | | (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. | Must meet requirement | N/A | Must meet requirement | N/A | |
| 3.2 | Average Annual Construction Turnover | Minimum average annual construction turnover of INR 105 Crs calculated as total certified payments received for contracts in progress and/or completed within the last five financial years (1 st April 2015 to 31 st March 2020), divided by five years. | Must meet requirement | Must meet requirement | Must meet at least 25%, (twenty five percent) of the requirement | Must meet at least 60%, (sixty percent) of the requirement | Form FIN – 3.2 |
| 4. Experience | | | | | | | |

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|--|---|-----------------------|--|-----------------------|---------------------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| 4.1 (a) | General Construction Experience | Experience in construction contracts (port/ waterway/ bridge projects) in the role of prime contractor, JV member, for the last five years, starting 1 st January,2016 | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| 4.2 (a) | Specific Construction & Contract Management Experience | (i) A minimum number of 1 ONE ⁵ similar contracts specified below that have been satisfactorily and substantially ⁶ completed as a prime contractor, joint venture member ⁷ , management contractor or sub-contractor ⁸ between 1st | Must meet requirement | Must meet requirement ⁹ | | Must meet the requirement | Form EXP 4.2(a) |

⁵Bidder should have completed at least one contract for similar work of value not less than 80% of the estimated contract value of the work for which bids are invited, during the last five years. Cost of completed works of previous years shall be given weightage @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.

⁶Substantial completion shall be based on 80% or more works completed under the contract

⁷For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

⁸For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

⁹In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

| Eligibility and Qualification Criteria | | | Compliance Requirements | | | Documentation | |
|--|---------|--|-------------------------|--|-------------|---------------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| | | <p>January 2011 and bid submission deadline:</p> <p>1 (ONE) contract within the last 10 years with a value of at least INR 95 Crs</p> <p>(OR)</p> <p>Two (2) contracts, each of minimum value 70 crore but with total value of both contracts equal or more than 140 crore.</p> <p>The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Part 2, Employer's requirements.</p> <p>Any of the following types of projects executed under Item Rate/EPC contracts shall</p> | | | | | |

12/10

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|---|--|------------------------|--|--|---------------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| | | be considered as similar works: (i) Jetty or Harbour with RCC/Steel pile foundation in river /sea. (OR) (ii) Construction of Bridge in River. *Cost of works of previous years shall be increased by 5.24% per year based on Rupee value to bring them to 2020-21 price level. | | | | | |
| 4.2 (b) | Specific Construction Experience | For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member between 1st January 2011 and Application submission deadline, a minimum construction experience in the following key | Must meet requirements | Must meet requirements | Must meet at least specific requirements of one key activity | | Form EXP – 4.2 (b) |

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|----------------------------------|---|---------------|--|-------------|---------------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| | | activities successfully completed ¹⁰ : (i)Construction of Jetty of minimum size 60m in length in River / Sea or a Bridge of length more than50m in Perennial River (AND) (ii) Marine / Civil Works involvingmore than 1000 mm dia steel tubular piles of depth more than 40m (AND) (iii) Marine / Civil Works involving minimum 1000 dia RCCpiles of depth more than 40m (or) wells/caissons (dia > 8 mtr) in perennial river. | | | | | |
| 4.2(c) | Specific Construction Experience | c) For the above or other contracts executed during the period stipulated in | Must meet | Must meet requirement | | Must meet | Form EXP-4.2(c) |

¹⁰ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|--------------|---|-----------------------|--|---|---|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| | | 4.2(a) above, a minimum design ¹¹ experience in at least ONE contracts for the following key activities: Jetty or Harbour in river /sea and floating structures either Steel floating barges or Concrete floating barges. If Bidder engages outside specialized design consultant for design experience, in such case, Bidder shall submit letter/MOU from design consultant confirming their participation along with bidder. | requirements | | | requirements | |
| 4.2 (d) | Bid Capacity | Available Bid Capacity should be more than value of the Contract applied for | Must meet requirement | Must meet requirement | Must meet at least 25% (Twenty Five percent) of the requirement | Must meet at least 60% (sixty percent) of the requirement | Form FIN 2.4 & EXP 1 |
| | | Bid Capacity: The available bid capacity will be calculated as under: Assessed Available bid capacity= (A*N*1.5-B) Where, A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year | | | | | |

¹¹The design experience requirement should be specified if it is of unique nature or involves technical complexities.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|---------|---|---------------|--|-------------|---------------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) where permitted | | | Submission Requirements |
| | | | | All members Combined | Each Member | At least one Member | |
| | | 2020 at therate of 5.24% per year), takinginto account the completed aswell as works in progress). N = Number of years prescribedfor construction (excluding anymaintenance/ operations period)of the works for which bids are invited (period up to 6 months to be taken as half-year and morethan 6 months as one year). B = Value, at the current pricelevel, of existing commitmentsand on-going works to becompleted during the period ofcompletion of the works for whichbids are invited. Note: the statements in SectionIV showing the value of existingcommitments of on-going worksas well as the stipulated period ofcompletion remaining for each ofthe works listed should becountersigned by the Engineer incharge, not below the rank of anExecutive Engineer or equivalent | | | | | |

Appendix to Technical Part

Form ELI -1.2: Information Form for JV Bidders

(Where permitted as per BDS ITB 4.1)

(to be completed for each member of Joint Venture)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

| JV Information |
|--|
| Bidder's Joint Venture legal name: |
| JV member's legal name: |
| JV member's country of registration: |
| JV member's year of constitution: |
| JV member's legal address in country of constitution: |
| JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____ |
| 1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> Authorization to represent the firm or JV named in above, in accordance with ITB 20. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Appendix to Technical Part**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

| PARTICIPATION DETAILS | FIRM 'A' (Lead Member) | FIRM 'B' |
|---|---|-----------------|
| Financial | | |
| Name of the Banker(s) | | |
| Planning | | |
| Construction Equipment | | |
| Key Personnel | | |
| Execution of Work (Give details on proposed contribution of each) | | |

The Joint Venture should indicate the details of participation as above.

Appendix to Technical Part

JOINT VENTURE

| |
|---|
| Names of all members of a joint venture |
| 1. Member in charge |
| 2. Member |

Total value of annual construction turnover, in terms of work billed to clients, in Rupees

| Annual Turnover Data (construction only; in Rs. *) | | | | | | |
|--|--------|--------|--------|--------|--------|---------|
| Member | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Average |
| 1. Member in charge | | | | | | |
| 2. Member | | | | | | |
| TOTALS | | | | | | |

*** To be certified by a chartered accountant**

Name and address of Bankers to the Joint Venture

Provide details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of joint Venture which should lay down responsibility regarding work and financial arrangements in respect of each of the firm in the Joint Venture (Refer also ITB Clause 4.1).

Annexure- JV

JOINT BIDDING AGREEMENT FOR JOINT VENTURE
[To be executed on Stamp paper of appropriate value]

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

1., a company 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., a company 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).

The above mentioned parties of the FIRST and SECOND are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

Assam Inland Water Transport Development Society, (AIWTDS), represented by its State Project Director and having its offices at Assam Inland Water Transport Development Society, Near Ulubari Flyover, GUWAHATI – 781007, Assam, (hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its Request for Bids No. dated (the "RFB") for selection of Bidders for construction of the works (the "Works") through Engineering, Procurement, Construction Contract.

- A. The Parties are interested in jointly Bidding for the Works as members of a JVA and in accordance with the terms and conditions of the RFB document and other Bid documents in respect of the Works, and
- B. It is a necessary condition under the RFB document that the members of the JVA shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.
 - a. NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

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

2. **JVA**

2.1 The Parties do hereby irrevocably constitute a joint venture (the "JVA") for the purposes of jointly participating in the Bidding Process for the Works. The Parties confirm that all JVA members shall sign the Contract Agreement.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this JVA and not individually and/ or through any other association constituted for this Works, either directly or indirectly or through any of their associates.

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3. **Covenants**

The Parties hereby undertake that in the event the JVA is declared the selected Bidder and awarded the Contract, the JVA members shall enter into a Contract Agreement with the Employer and, through its lead partner, undertake to perform all its obligations in compliance with the Contract Agreement for the Works.

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 JVA and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JVA during the Tendering Process and until the Contract Agreement is entered into with the Employer; Party of the First Part shall be the responsible for works and *(responsibility to be mentioned)*
- b. Party of the Second Part shall be the responsible for works..... *(responsibility to be mentioned)*

5. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the RFB, Bidding Document and the Contract Agreement.

6. **Percentage Participation in the JVA**

- 6.1 The Parties agree that the proportion of percentage participation in works among the Parties in the JVA shall be as follows: First Party (Lead Member): __ %
Second Party: __ %
- 6.2 The Parties undertake that they shall collectively hold 100% (hundred per cent) of the percentage participation of the JVA at all times until the Completion of the Project.

7. **Representation of the Parties**

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JVA Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;

- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project of the Works is achieved under and in accordance with the Contract Agreement, in case the Contract is awarded to the JVA. However, in case the JVA is either does not get selected for award of the Contract, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND
DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

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 executant(s) 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 joint ventureMember.
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. However, the Power of Attorney provided by Applicants 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.

19.10 Price adjustment for the Works

19.10.1 The amounts payable to the Contractor for Works shall be adjusted in accordance with the provisions of this Clause 19.10.

19.10.2 Subject to the provisions of Clause 19.10.3, the amounts payable to the Contractor for Works, shall be adjusted in the IPC issued by the Authority's Engineer for the increase or decrease in the index cost of inputs for the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in Clause 19.10.4.

19.10.3 To the extent that full compensation for any increase or decrease in costs to the Contractor is not covered by the provisions of this or other Clauses in this Agreement, the costs and prices payable under this Agreement shall be deemed to include the amounts required to cover the contingency of such other increase or decrease of costs and prices.

19.10.4 The Contract Price shall be adjusted for increase or decrease in rates and price of labour, cement, steel, Plant, machinery and spares, bitumen, fuel and lubricants, and other material inputs in accordance with the principles, procedures and formulae specified below:

- (a) Price adjustment shall be applied on completion of the specified stage of the respective item of work in accordance with Schedule-H;
- (b) Adjustment for each item of work/stage shall be made separately.
- (c) The following expressions and meanings are assigned to the value of the work done:

BR= Value of work done for the completion of a stage under the items (Schedule H)

- (d) Price adjustment for changes in cost shall be paid in accordance with the following formula.

$$VBR = 0.85BR \left(\frac{PL(LI-LO)}{LO} + \frac{PF(FI-FO)}{FO} + \frac{PM(MI-MO)}{MO} + \frac{PC(CI-CO)}{CO} + \frac{PS(SI-SO)}{SO} + \frac{PSP(SPI-SPO)}{SPO} \right)$$

$$VBR = 0.85BR \left[\frac{PL(LI-LO)}{LO} + \frac{PF(FI-FO)}{FO} + \frac{PM(MI-MO)}{MO} + \frac{PC(CI-CO)}{CO} + \frac{PS(SI-SO)}{SO} + \frac{PSP(SPI-SPO)}{SPO} \right]$$

Where,

- VBR = Increase or decrease in the cost of items during the period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).
- PC, PL, and PS are the percentages of cement, labour, and steel/ components (including strands and cables) respectively for the relevant item as stated in sub-paragraph (e).

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- PF is the percentage of fuel and lubricants for the relevant items as stated in sub-paragraph (e).
 - CI = Average Index for cement published by the Reserve Bank of India under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (1) Non-Metallic Mineral Products Sub-Group (C) - Cement, forming the base of calculation for index of wholesale prices during the period under consideration.
 - CO = Index for cement published by the Reserve Bank of India under Index numbers of Wholesale Prices by Group and Sub-Group (Monthly data) under Group (1) Non-Metallic Mineral Products Sub-Group (C) - Cement forming the base of calculation for index of wholesale prices on the date 21 days preceding the latest date prescribed for the receipt of the Bid.
 - SI = Average Index for iron and steel published by the Reserve Bank of India under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (J) - Basic Metals, Alloys & Metal Products, Sub-Group (a) Basic Metals and Alloys - (2) Steel/Steel rods" forming the base of calculation for index of wholesale prices during the period under consideration.
 - SO = Average Index for Iron and Steel published by the Reserve Bank of India under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (J) - Basic Metals, Alloys & Metal Products, Sub-Group (a) Basic Metals and Alloys - (2) Steel/Steel rods" forming the base of calculation for index of prices on the date 21 days preceding the latest date prescribed for the receipt of the Bid.
 - FO = The price (average of the prices declared by IOC/HPCL/BPCL) of HSD for Guwahati on the Base Date (21 days prior to the latest date for submission of the Bid).
 - FI = Average Price {average of the prices declared by IOC/HPCL/BPCL of HSD for Guwahati during the period under consideration.
 - LO = Basic Consumer Price Index for Guwahati Centre (Base 2001 = 100) for industrial workers declared as per the Labour Gazette, published by the Commissioner of Labour, Government of Assam as prevailing on the Base Date (21 days prior to the latest date for submission of the Bid).
 - LI = Average Consumer Price Index for Guwahati Centre (Base 2001 = 100) for industrial workers declared by Labour Gazette, published by the Commissioner of Labour, Government of Assam for the period in which the value R of work is done. If the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for LI.
 - Mo = Wholesale price index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India as prevailing on the Base Date (21 days prior to the latest date for submission of the Bid).
 - MI = Average wholesale price index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India, during the period under consideration. If the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for MI.
 - SPI = Average Index for iron and steel published by the Reserve Bank of India under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (J) - Basic Metals, Alloys & Metal Products, Sub-Groups (a) Basic Metals and Alloys - (2) Steel/Steel rods" forming the base of calculation for index of wholesale prices during the period under consideration.
 - SPO = Average Index for Iron and Steel published by the Reserve Bank of India under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly

data) under Group (J) - Basic Metals Alloys & Metal Products, Sub-Group (a) Basic Metals and Alloys- (2) Steel/Steel rods" forming the base of calculation for index of prices on the date 21 days preceding the latest date prescribed for the receipt of the Bid.

(e) Components of labour, Fuel & Lubricants, Cement, steel reinforcement and structural steel/steel plates for (i) Bored cast in-situ RCC piles, (ii) Steel Tubular Piles (iii) RCC In-situ Concrete structure (iv) Steel Pontoon and linkspan given below.

| Sl. NO. | Component of Work | Labour (PL) | POL (PF) | Materials | | | |
|---------|--|-------------|----------|-------------|------------|---------------------------------|-------------|
| | | | | Cement (PC) | Steel (PS) | MS Plate/structural steel (PSP) | Others (PM) |
| 1 | Bored cast-in situ RCC piles | 27% | 5% | 7% | 18% | 19% | 24% |
| 2 | Steel Tubular piles | 27% | 5% | 1% | 2% | 41% | 24% |
| 3 | RCC in-situ concrete structures (beams, deck slab, slabs, pile plug etc) | 12% | 5% | 14% | 32% | 1% | 36% |
| 4 | Steel Pontoon and Link Span | 27% | 5% | 0% | 0% | 44% | 24% |

f. Components of labour, cement, steel reinforcement / steel plates for building works are given below. (note:- the components for building works are fixed with respect to the components fixed as per CPWD Manual clause for 33.10.1 building works.

| SI NO. | Component of Work | Labour (PL) | POL (PF) | Materials | | |
|--------|-------------------------------|-------------|----------|-------------|------------|-------------|
| | | | | Cement (PC) | Steel (PS) | Others (PM) |
| 1 | Building works & other works. | 25% | | 75% | | |

g. In case an IPC relates to a month which is within 3 (three) months from the Base Date, no price adjustment shall be applicable.