



ASSAM INLAND WATERWAYS COMPANY LIMITED

CIN: U61100AS2022SGC023303

Registered Office: DIWT, Ulubari, Guwahati, 781007 Assam

Email: assaminlandwaterways@gmail.com

No. AIWCL/74/2025/02

Date:- 13/ May/2025

NOTICE INVITING REQUEST FOR PROPOSAL

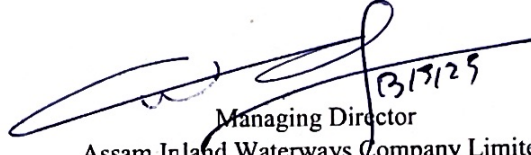
Reference No: AIWCL/74/2025/01

Assignment Title: Request for Proposal for Management and Operation & Maintenance of Crew Training Centre under Assam Inland Waterways Company Limited

Assam Inland Waterways Company Limited invites Request for Proposal through National Open competitive bidding process for "Management and Operation & Maintenance of Crew Training Centre under Assam Inland Waterways Company Limited" from Institutes/experienced resourceful firms with proven technical and financial capabilities with experience in similar field.

The Request for Proposal document can be seen /obtained from www.assamtenders.gov.in and https://aiwtdsociety.in from **13/05/2025 (14:00 hours)**.

Intending bidders are required to register at e-tender portal of the Assam Govt. www.assamtenders.gov.in and participate through e-tender portal only. The last date and time of online submission of proposal is on **12/06/2025 at 14:00 HRS (IST)**.



Managing Director
Assam Inland Waterways Company Limited
2nd floor, Directorate of Inland Water Transport,
Ulubari, Guwahati-07

Memo No.: AIWCL/75/2025/02-A

Dated: 13/ May/2025

Copy to:

1. The Director, Directorate of Information and Public Relation, Government of Assam, Dispur, Guwahati-6 for arranging publication of the above notification in leading English local Daily (preferably in The Assam Tribune) and a National Daily (preferably in Times of India/Hindustan Times in Delhi and Kolkata editions). Bill against National Daily and Local News Papers are to be submitted to the office of the Managing Director, Assam Inland Waterways Company Limited for settlement of payment.
2. The Office Notice Board.


Managing Director
Assam Inland Waterways Company Limited
2nd floor, Directorate of Inland Water Transport,
Ulubari, Guwahati-07

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Request for Proposal for Management and Operation & Maintenance of Crew Training Centre under Assam Inland Waterways Company Limited

Bid Ref. No.: AIWCL/74/2025/01

Date of Issue: 13.05.2025

*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/74/2025/01

Dated: 13/05/2025

1. The Managing Director, Assam Inland Waterways Company Limited invite sealed Proposal from eligible Bidders for Management and Operation & Maintenance of Crew Training Centre 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 Crew Training Centre under Assam Inland Waterways Company Limited Procurement	(10+10+10) Years	10.00 Lakh

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. Hardcopy of the Bids Security and power of attorney if any must be delivered to the address below on or before **2:00 PM on 12th June 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 12th June 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	Sri Jayanta Narlikar, IAS, Secretary, Finance Dept., Govt. of Assam

S/d

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

1 INTRODUCTION

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.

As part of the Assam Inland Water Transport Project (AIWTP), a state-of-the-art Crew Training Center (CTC) has been established with an approximate capital investment of Rs. 10 crore. This facility is a key initiative aimed at enhancing the skills, safety practices, and operational efficiency of personnel involved in inland waterways transport. Developed in alignment with national and international standards, the CTC will offer comprehensive training programs through a combination of classroom instruction, hands-on practice, and modern simulation technologies. The center will play a vital role in building a competent and safety-conscious workforce, thereby supporting the broader objectives of sustainable and efficient inland water transport in Assam.

The Contracting Authority has decided to engage an agency (**“Operator”**) for management and operation & maintenance of the Crew Training Center 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 for the Crew Training Center (CTC) established under the Assam Inland Water Transport Project (AIWTP) includes the comprehensive management, operation, and maintenance of the facility. Key components of the scope include, but not limited to:

1.1.1 Training Program Implementation

1.1.1.1 Design, update, and deliver structured training modules for crew members, including navigational skills, engine operations, safety protocols, and emergency preparedness.

1.1.1.2 Conduct refresher courses, certifications, and skill assessments in alignment with national and international standards in IWT Sector.

1.1.2 Facility Operation & Management

1.1.2.1 Day-to-day operation of classrooms, simulation labs, workshops, and other training infrastructure.

1.1.2.2 Ensure the availability and upkeep of training equipment, simulators, and instructional materials.

1.1.3 Maintenance of Infrastructure

1.1.3.1 Routine and preventive maintenance of buildings, equipment, utilities, etc.

1.1.3.2 Timely repair and replacement of damaged or outdated infrastructure and tools.

1.1.3.3 Implement a robust facility management plan covering cleaning, maintenance, and repairs. Regularly inspect and maintain and improve electrical, plumbing, and security systems.

1.1.4 Trainee Services

1.1.4.1 Manage trainee registration, accommodation, boarding, and welfare during the training period.

1.1.4.2 Maintain discipline, safety, and hygiene standards within the premises.

1.1.4.3 Quality Assurance and Compliance

1.1.4.4 Ensure compliance with relevant IWT training regulations and safety standards.

1.1.4.5 Regularly evaluate training effectiveness and implement improvements.

1.1.5 Reporting and Coordination

1.1.5.1 Maintain training records, facility logs, and progress reports.

1.1.5.2 Coordinate with AIWCL, regulatory authorities, and industry stakeholders for curriculum updates, audits, and inspections.

1.1.5.3 Obtain necessary permits and licenses for operations of CTC.

1.1.5.4 Implement environmentally friendly practices which are feasible for the CTC. Also, implement energy-efficient lighting, waste reduction, and sustainable materials management.

1.1.6 Detailed scope of work is provided in Article 7, read with Annexure III, of the Contract.

1.1.6.1 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.

1.1.6.2 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.

1.1.6.3 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”).

1.1.7 Brief description of Bidding Process

- 1.1.7.1 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 referred as “**Bid**”) on the <https://assamtenders.gov.in/> in accordance with the terms specified in these Bidding Documents.
- 1.1.7.2 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.
- 1.1.7.3 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.
- 1.1.7.4 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.
- 1.1.7.5 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.
- 1.1.7.6. The bid parameter (“**Bid Parameter**”) shall be the Revenue Share (“**Revenue Share**”) payable by the Operator to the Contracting Authority for managing the Crew Training Centre as per the terms and conditions of this RFP and the provisions of the Contract.
- 1.1.7.7. The bid parameter (“**Bid Parameter**”) shall be the Revenue Share (“**Revenue Share**”) payable by the Operator to the Contracting Authority for managing the Crew Training Centre as per the terms and conditions of this RFP and the provisions of the Contract.
- 1.1.7.8 The Revenue Share shall be quoted in terms of percentage (%) for Management and Operation & Maintenance. The Bid Parameter shall be quoted upto 2 (two) decimals.

1.1.7.9 In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Revenue Share. 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.

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

1.1.7.11 The Operator shall, in consideration of its investment and services, be entitled to charge fee 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.

1.1.7.12 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.1.7.13 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 Crew Training Centre under Assam Inland Waterways Company Limited,**”

1.1.7.14 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.				

1.1.8 Schedule of Bidding Process

1.1.8.1 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)	

Section I- Notice Inviting e-Tender

Sl. No.	Bid Stage	Proposed schedule
2.	Last date for receiving queries	
3.	Pre-Bid Conference	
4	Bid submission start date	
5.	Bid Due Date	
6.	Opening of Technical Bids	
7.	Validity of Bids	120 days

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid, subject to Clause 2.6 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.
- 2.1.2 Bidders are expected to carry out their own surveys, investigations and detailed examination of the Project before submitting their Bids.
- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 The Bidder shall provide the Bid Security acceptable to the Contracting Authority as specified in the RFP
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 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.
- 2.1.11 This RFP is not transferable.
- 2.1.12 Any award of Concession pursuant to this RFP shall be subject to the terms of this Bidding Documents.

B. ELIGIBILITY OF THE BIDDERS

General conditions

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

2.1.13.1 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;

2.1.13.2 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:

2.1.13.2.1 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

2.1.13.2.2. A constituent of such Bidder is also a constituent of another Bidder; or

2.1.13.2.3. 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

2.1.13.2.4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

2.1.13.2.5. 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

2.1.13.2.6. 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.

2.1.14. 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.

Qualification criteria

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

a) **Technical Qualification Criteria:** The bidder must meet the following technical experience criteria:

(i) Experience in Operation and Management of Training Institutions: The bidder should have experience in managing and operating at least one training center (preferably in maritime, technical, transport, or vocational sectors) for a minimum

period of 3 consecutive years within the last 7 years.

- (ii) **Relevant Training Experience:** The bidder must have completed or been awarded at least one similar project (training facility or institution operation & management) with a minimum value of INR 2 crore in the last 7 years in inland waterways, port or maritime sector.
 - (iii) The bidder should have conducted at least 3 training programs annually over the past 3 years with a minimum of 50 participants. Preferably, at least one training program should be related to inland waterways, maritime operations, safety, or transport logistics.
- b) **Financial Qualification Criteria:** The bidder must fulfill the following financial requirements:
- (i) **Average Annual Turnover:** The bidder must have an average annual turnover of at least Rs. 10.00 crore over the last three financial years (FY 2021–22, 2022–23, and 2023–24). This turnover should be from the bidder's core business activities related to training, education, facility management, or similar services. The turnover must be substantiated by audited financial statements, certified by a Chartered Accountant.
 - (ii) **Net Worth:** The bidder should have a positive net worth as of the latest audited financial year.
 - (iii) **Financial Capacity:** The bidder must demonstrate the financial capacity to operate and maintain the facility by submitting audited balance sheets and profit & loss statements for the last 3 financial years.
- c) **Manpower and Resource Capability:** The bidder must demonstrate access to or availability of qualified personnel, including, but not limited to:
- (i) Training Manager with at least 5 years of experience in training operations.
 - (ii) Maritime Trainers/Instructors with relevant certifications (e.g., from DG Shipping/IWAI).
 - (iii) Support Staff for administration, hostel management, and maintenance.

Note: In case of a Consortium, the combined Technical Capacity and Financial Capacity of Consortium members shall be considered. Each member shall meet up the requirement based upon their extent of participation in the Consortium.

- 2.1.16. 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.
- 2.1.17. 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.
- 2.1.18. 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.

- 2.1.19. 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.
- 2.1.20. 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
 - 2.1.21. Any malfeasance on its part in relation to such cause or event;
 - 2.1.22. Any willful default or patent breach of the material terms of the relevant contract;
 - 2.1.23. Any fraud, deceit or misrepresentation in relation to such contract; or
 - 2.1.24. 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.

- 2.1.25. 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.

- 2.1.26. The following conditions shall be adhered to while submitting an Application:
 - 2.1.26.1. 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.
 - 2.1.26.2. 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.

2.1.26.3. In responding to the qualification submissions, the Applicants should demonstrate their capabilities in accordance with RFP; and

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

2.1.26.5. 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.

2.1.27. Change in composition of the Consortium

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

2.1.28. Change in Ownership

2.1.28.1 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.

2.1.28.2. 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.

2.1.29. Number of Applicants and Cost of Bidding

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

2.1.29.2. 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.

2.1.30. Site visit and verification of information

2.1.30.1. 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.

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

2.1.30.2. Made a complete and careful examination of the Bidding Documents;

2.1.30.3. Received all relevant information requested from the Contracting Authority;

2.1.30.4. 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;

2.1.30.5. 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;

2.1.30.6. 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 Revenue Share, 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;

2.1.30.7. Acknowledged that it does not have a Conflict of Interest; and

2.1.30.8. 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.

2.1.31. Verification and Disqualification

2.1.31.1. 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.

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

2.1.31.3. At any time, a material misrepresentation is made or uncovered, or

2.1.31.4. 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.

2.1.31.5. 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.

2.1.31.6. 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

Contents of the RFP

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

2.1.33. Invitation for Bids

2.1.34. Section 1. Introduction

2.1.35. Section 2. Instructions to Bidders

2.1.36. Section 3. Evaluation of Bids

2.1.37. Section 4. Fraud and Corrupt Practices

2.1.38. Section 5. Pre-Bid Conference

2.1.39. Section 6. Miscellaneous

2.1.40. 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

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

2.1.42. 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.

2.1.43. 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.

2.1.44. Clarification

- 2.1.44.1. 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.
- 2.1.44.2. 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.
- 2.1.44.3. 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.

2.1.45. Amendment of RFP

- 2.1.45.1. 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.
- 2.1.45.2. Any Addendum issued hereunder will be in writing and shall be hosted at <https://aiwcl.co.in/> and <https://assamtenders.gov.in>.
- 2.1.45.3. 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

2.1.46. Format and Signing of Bid

- 2.1.46.1 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.
- 2.1.46.2. 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.

2.1.47. Sealing and Marking of Bids

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

2.1.48. Submission of Bids

Section II- Instructions to Bidders

- 2.1.48.1. 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.
- 2.1.48.2. Online Bids submitted without original PoA shall automatically become ineligible and shall not be considered for opening of Bids.
- 2.1.48.3. 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.
- 2.1.48.4. 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.
- 2.1.48.5. 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

2.1.49. 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.

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

2.1.51. Bid Due Date

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

2.1.51.1. 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.

2.1.52. Late Bids

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

2.1.53. Contents of the Bid

- 2.1.53.1. 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.
- 2.1.53.2. The opening of Bids and acceptance thereof shall be in accordance with this RFP.

2.1.54. Modifications/ Substitution/ Withdrawal of Bids

- 2.1.54.1. 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.
- 2.1.54.2. 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.
- 2.1.54.3. 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.

2.1.55. Rejection of Bids

- 2.1.55.1. 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.
- 2.1.55.2. 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.

2.1.56. Validity of Bids

- 2.1.56.1. 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.

2.1.57. Confidentiality

2.1.57.1. 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.

2.1.58. Correspondence with the Bidder

2.1.58.1 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

2.1.59. Bid Security

2.1.60. The Bidder shall furnish as part of its bid, a Bid Security in the amount as specified in the NIT.

2.1.61. 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.

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

2.1.62.1. Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or

2.1.62.2. Bank Guarantee issued by a Scheduled Bank in India; or

2.1.62.3. Deposit through Digital mode as specified in the BDS; or

- 2.1.62.4. 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.
- 2.1.62.5. The Bid Security must remain valid for 28 days beyond the original or extended validity period of the bid.
- 2.1.62.6. 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.
- 2.1.62.7. 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.
- 2.1.62.8. 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.
- 2.1.62.9. 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.
- 2.1.62.10. 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.
- 2.1.62.11. 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.
- 2.1.62.12. 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.
- 2.1.62.13. The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- 2.1.62.14. When the Bidder withdraws or modifies its bid after opening of bids;
- 2.1.62.15. When the Bidder does not deposit the required performance security within the specified period; and
- 2.1.62.16. If the Bidder breaches any provisions of Code of Integrity prescribed for Bidders.
- 2.1.62.17. Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;

2.1.63. Code of Integrity

- 2.1.63.1. . 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.
- 2.1.63.2. 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:
- 2.1.63.3. 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;
- 2.1.63.4. Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 2.1.63.5. Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- 2.1.63.6. 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;
- 2.1.63.7. 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;
- 2.1.63.8. 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;
- 2.1.63.9. Any obstruction of any investigation or audit of a procurement process;
- 2.1.63.10. 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.
- 2.1.63.11. 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–
- 2.1.63.12. Exclusion of the Bidder from the procurement process;
- 2.1.63.13. Calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- 2.1.63.14. Recovery forfeiture or encashment of any other security or bond relating to procurement;
- 2.1.63.15. Of payments made by the Procuring Entity along with interest thereon at bank rate;

2.1.63.16. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

2.1.63.17. Debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

2.1.64. Conflict of Interest

2.1.64.1. 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

2.1.64.2. 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-

2.1.64.3. 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;

2.1.64.4. 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;

2.1.64.5. 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;

2.1.64.6 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;

2.1.64.7 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-

2.1.64.8 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;

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

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

2.1.64.11 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;

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

2.1.64.13. If they have controlling partners in common;

2.1.64.14. 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;

2.1.64.15 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.

2.1.64.16 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

Opening and Evaluation of Bids

- 3.1.1. The Contracting Authority shall open the Bids at the specified time and venue in the presence of the Bidders who choose to attend.
- 3.1.2. The Contracting Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 3.
- 3.1.3. To facilitate evaluation of Bids, the Contracting Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

Tests of responsiveness

- 3.1.4. 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:
 - 3.1.4.1. It is received as per the format;
 - 3.1.4.2. It is received by the Bid Due Date including any extension thereof;
 - 3.1.4.3. It is accompanied by the Bid Security as specified in the RFP;
 - 3.1.4.4. It is accompanied by the Power(s) of Attorney;
 - 3.1.4.5. It contains all the information as requested in this RFP and/or Bidding Documents in the specified formats;
 - 3.1.4.6. It does not contain any condition or qualification; and
 - 3.1.4.7. It is not non-responsive in terms hereof.
- 3.1.5. 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.

Selection of Bidder

- 3.1.6. 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.
- 3.1.7. 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.
- 3.1.8. 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.

- 3.1.9. 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.
- 3.1.10. Selected Bidder shall sign the Agreement, provided as part of this RFP, within 30 (thirty) days from the date of issue of the LOA.

Contacts during Bid Evaluation

- 3.1.11. 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.

Section VI- Miscellaneous

7. SCOPE OF WORK

CONCESSION

The selected agency shall be responsible for the comprehensive operation, management, and maintenance of the Crew Training Center (CTC) established under the Assam Inland Waterways Company Limited. The scope of work shall include, but not be limited to, the following components:

7.1 Training Program Development and Delivery

7.1.1. Design, develop, and periodically update training modules in line with the standards of the Directorate General of Shipping (DG Shipping), Inland Waterways Authority of India (IWAI), and other relevant authorities.

7.1.2. Deliver structured training programs for different categories of crew such as:

7.1.2.1. Masters

7.1.2.2. Engine Drivers and Oilmen

7.1.2.3. Deck Crew and Helpers

7.1.2.4. Passenger Handling Staff

7.1.3. Include modules on:

7.1.3.1. Basic Seamanship and Navigation

7.1.3.2. Vessel Handling and Maneuvering

7.1.3.3. Engine Operations and Maintenance

7.1.3.4. Fire Safety and Emergency Procedures

7.1.3.5. First Aid and Personal Safety

7.1.3.6. Environmental Protection and Waste Management

7.1.3.7. Passenger Safety and Customer Service

7.1.4. Conduct simulation-based and on-the-job training exercises.

7.1.5. Organize periodic refresher courses and re-certification programs.

Academic and Administrative Management

7.1.6. Manage admissions, trainee registration, scheduling, assessment, and certification processes.

7.1.7. Maintain academic records, performance tracking, and feedback systems.

7.1.8. Ensure compliance with course delivery timelines, trainer-to-trainee ratios, and attendance tracking.

7.1.9. Recruit, onboard, and manage qualified trainers, instructors, and support staff.

7.1.10. Provide ongoing capacity building for faculty and staff to maintain instructional quality.

Infrastructure Operation and Maintenance

- 7.1.11. Operate and maintain all physical infrastructure, including:
 - 7.1.11.1. Training classrooms
 - 7.1.11.2. Simulation labs and equipment
 - 7.1.11.3. Technical workshops
 - 7.1.11.4. Administrative offices
 - 7.1.11.5. Residential hostels and dining areas
- 7.1.12. Ensure uninterrupted availability of power, water, internet, and sanitation facilities.
- 7.1.13. Implement preventive and corrective maintenance plans for all buildings, utilities, and assets.
- 7.1.14. Maintain cleanliness, safety, and hygiene across the campus.

Equipment and Simulation Facility Management

- 7.1.15. Ensure full operational readiness of all training equipment and simulators.
- 7.1.16. Conduct routine calibration, testing, and software updates of simulators and technical tools.
- 7.1.17. Procure and maintain instructional materials, training kits, safety gear, and models.

Trainee Welfare and Facility Services

- 7.1.18. Provide safe and hygienic boarding, lodging, and dining facilities for residential trainees.
- 7.1.19. Implement health, safety, and security measures across the facility.
- 7.1.20. Facilitate grievance redressal, mentorship, and career guidance services.
- 7.1.21. Maintain discipline, conduct orientation sessions, and promote a respectful learning environment.

Quality Assurance and Regulatory Compliance

- 7.1.22. Adhere to standards and norms prescribed by DG Shipping, IWAI, and relevant bodies.
- 7.1.23. Facilitate periodic inspections, audits, and accreditations.
- 7.1.24. Implement a quality management system, including monitoring of training outcomes, trainer effectiveness, and trainee satisfaction.
- 7.1.25. Maintain proper documentation and prepare reports as required for regulatory and funding agencies.

Coordination and Reporting

- 7.1.26. Liaise with Assam Inland Waterways Company Limited (AIWCL), and relevant departments for operational approvals, program alignment, and performance reviews.
- 7.1.27. Submit periodic progress reports, including training data, financial updates, maintenance logs, and incident reports.
- 7.1.28. Maintain transparent records and support audits by Contracting Authority of its representatives.

This scope shall serve as the guiding framework for performance-based operation of the Crew Training Center. The selected agency is expected to uphold the highest standards of

professionalism, safety, and training quality in all aspects of center management.

7.2. 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 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 CTC, new activities taken up during the evaluation period for enhancing the revenue, proposed plan for augmenting the revenue generation. Provided that, the Contracting Authority would create a mechanism objectively, in consultation with the Operator during the 2nd year of the period of evaluation and monitor the performance of the Concessionaire.

7.3 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.

7.4. CTC Assets

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 CTC for the purpose of operation and maintenance of facilities and Services.

- (a) The Concessionaire shall at its costs, charges and expenses make such development and improvements in the CTC as may be necessary or appropriate for operation and maintenance of CTC and Services in accordance with the Agreement, Applicable Laws and Applicable Permits.

7.5. Use of Assets

The Concessionaire shall not without the prior written consent or approval of the Contracting Authority use the Assets for any purpose other than for the purpose of operation and maintenance of the facilities and Services and purposes incidental thereto as approved by the Contracting Authority.

7.6. Information about Terminal Site and Terminal Assets

The information about the Site and Assets is provided by the Contracting Authority in good faith and with due regard to the matters for which such information is required by the Operator. The Contracting Authority agrees to provide to the Operator, upon a reasonable request, any

further information relating to the Site and Assets, which the Contracting Authority may now possess or may hereafter come to possess, as may be relevant to the implementation of the Project. Subject to this, the Contracting Authority makes no representation and gives no warranty to the Operator in respect of the condition of the Terminal Assets.

7.7. Acceptance of the Terminal Assets

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

- (a) inspected the Site and Assets, and all structures thereat and its surroundings;
- (b) satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the Site and Assets, the nature of the ground and subsoil, the form and nature of the 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 Operator and its rights and obligations under or pursuant to this Agreement.

8. OPERATIONS & MAINTENANCE

8.1. Obligations of the Operator

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

8.1.1. Operations:

The Operator shall:

- (a) Promptly commence operations upon the Facilities and Services being declared by the Contracting Authority as ready for operations;
- (b) Ensure compliance of the Facilities and Services at least as per the Scope of Work.;
- (c) be free to deploy 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 assets during the concession period;
- (d) Ensure that the 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 Facilities and Services by providing a rapid and effective response and

maintaining liaison with emergency services of the Contracting Authority or other agencies;

(h) Make available all necessary financial, technical, technological, managerial and other resources for operation, maintenance, repair and replacement of the Facilities and Services in a timely manner;

(i) Ensure maintenance of proper and accurate record/data/accounts relating to operations of the 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 CTC, all services which the Contracting 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 Facilities and Services.

8.1.2. Repairs and Maintenance

The Operator shall at its own cost:

(a) Repair as necessary and maintain the 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 Facilities and Services including resurveying of pavement, repair structures and repair and refurbish equipment; and

(b) Maintain the 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 Facilities and Services to be transferred to the Contracting Authority upon expiry of the Concession Period are in good condition, normal wear and tear excepted.

8.1.3. Replacement of Equipment

The Operator 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 Facilities and Services commensurate with the Scope of Work, at all times during the Concession Period.

8.1.4. Repairs, Replacement or Restoration

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

8.1.5. Removal / Replacement of Assets

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

8.1.6. Payments to the Contracting Authority

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

8.1.7. Access for Inspection

The Operator shall be obliged to extend all co-operation to Independent Engineer/Auditor for purposes of verifying that the 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 Operator shall upon prior intimation by the Contracting Authority provide the authorized representatives of the Contracting Authority access to the Assets/the 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 Operator shall in particular extend all co-operation and information required by the Experts appointed by the Contracting Authority for conducting a safety audit and verifying that the Terminal Facilities and Services are in strict compliance with the Safety Standards.

8.1.8. Reports

The Operator shall provide to the Contracting Authority, Monthly reports on students trained 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 Contracting Authority may require from time to time. If so desired by the Contracting Authority, the Operator shall provide the reports in prescribed formats and in electronic form so as to provide online access to the Contracting Authority and its representatives.

8.1.9. Computer System and Network

If required, the Operator 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 Contracting Authority may specify from time to time.

8.1.10. Security Arrangements

The Operator may make his own arrangements for security in the Facility and with respect to the assets provided the Operator shall abide by the security regulations/ procedures prescribed

by the Contracting Authority or a Government Authority from time to time. It shall also conform to and assist the Contracting 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.

8.1.11. Employment of Personnel

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

Further, the Operator 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 Operator alone.

8.1.12. Maintenance of Complaint Portal

(a) The Operator shall maintain a "Complaint Portal" on its website which shall be available to all users of the 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 Contracting Authority website with an alert system for real time access to the complaints.

(b) Operator 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 Operator fails to address the grievance and the complaint makes a reference to Contracting Authority, it will issue directions which shall be complied by the Operator.

8.2. (b) Rights of Operator

(i) Refinancing

Upon request made by the Concessionaire to this effect, the Contracting 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 Operator to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between the Operator and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior written consent of the Contracting 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 Operator, but the

repayment thereof shall be completed no later than 1 (one) year prior to expiry of the Concession Period.

(ii) Preferential and Priority Training

Normally, except for the priority and preferential training that may be authorized in terms of guidelines issued by the Government from time to time, the Operator shall manage and operate the Facilities and Services on a first come - first serve, common-user basis, open to any individual 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 training, it shall be done in accordance with the priority norms agreed in writing between Operator and Contracting Authority

8.3. (c) Obligations of the Contracting Authority

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

(i) CTC Services

The Concessioning Authority shall provide/ cause to be provided, to the Concessionaire, the following services:

(a) provide for/put in place arrangements for provision of Supporting Project Infrastructure as provided herein;

(ii) Approvals

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

8.4. Rights of Contracting Authority

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

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

(iii) the Contracting 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 Operator hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Contracting Authority under this Clause and debit the same to O&M Expenses.

8.5. 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.

8.6. Liability for Shortfall in Performance

(a) In the event the Contracting Authority, whether from the review of reports submitted by the Operator in accordance with the provisions of this Agreement or otherwise, observes that the Facilities and Services do not comply with the Performance Standards or fall short of the Performance Standards, the Contracting Authority shall calculate the amount of liquidated damages payable by the Operator and demand the Operator by a notice in writing to pay the same within 30 (thirty) Days and on failure of the Operator to pay the same recover the amount from the Operator. Provided that on receipt of the demand the Operator may make a written representation to the Contracting Authority which shall be considered by the Contracting Authority on merits and the Contracting Authority may waive the liquidated damages in part or full, if it is satisfied that the Operator 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 Operator.

(b) In the event the Operator, with adequate supporting documentation, represents that the provision of services by Contracting Authority do not comply with the Performance Standards or fall short of the Performance Standards, the Operator shall calculate the amount of liquidated damages payable by the Contracting Authority and demand the Contracting Authority by a notice in writing to pay the same within 30 (thirty) Days and on failure of the Contracting Authority to pay the same, recover the amount from the Contracting Authority. Provided that on receipt of the demand, the Contracting Authority may make a written representation to the Operator which shall be considered by the Operator on merits and the Operator may waive the liquidated damages in part or full, if it is satisfied that the Contracting 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 Contracting Authority.

8.7 TARIFF

8.7.1 Applicable Tariff

Operator 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.

8.8 Other obligations/responsibilities of the Operator:

1. Training fee:

The Operator is responsible for the collection of the fee in accordance with the prevailing tariff plans agreed with Contracting Authority.

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:

Section VII- Bidding Forms

- (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

Section VII- Bidding Forms

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 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

Section VII- Bidding Forms

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.

Section VII- Bidding Forms

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)

Section VII- Bidding Forms

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 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 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 Request for 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, all or 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 bid of 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, 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

Section VII- Bidding Forms

THIS POWER OF ATTORNEY ON THIS DAY OF....., 2024

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

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.

Section VII- Bidding Forms

- 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 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

Section VII- Bidding Forms

- (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:

Section VII- Bidding Forms

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.
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:

Section VII- Bidding Forms

(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.			

Section VII- Bidding Forms

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	Consortium Member 1			
3	Consortium Member 2			
4	Consortium Member 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.

Section VII- Bidding Forms

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.

Section VII- Bidding Forms

Annexure VIII: Financial Capacity

Sl. No	Applicant type	Turnover in Year 1	Turnover in Year 2	Turnover in Year 3	Turnover in Year 4	Turnover in Year 5
(1)		(2)	(3)	(4)	(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:

Section VII- Bidding Forms

Seal of the audit firm:

(Signature, name and
designation of the
authorised signatory)

Date:_____