



BIDDING DOCUMENT

for

EQUIPPING, OPERATING AND MANAGING
INLAND WATERWAY TRANSPORT

AT

GARDEN REACH TERMINAL IN KOLKATA
AND
GAIGHAT TERMINAL AND KALUGHAT TERMINAL
IN PATNA

BIDDING DOCUMENT

IWAI / PR-17 / INTG (IFC) / 2016

**Employer: Inland Waterways Authority of India, Ministry of Shipping,
Government of India**



INLAND WATERWAYS AUTHORITY OF INDIA

Bid Identification No . IWAI / PR-17 / INTG (IFC) / 2016

Date: 15TH July 2016

Objectives

The Inland Waterways Authority of India ("**Authority**") has resolved to develop navigable waterways as a reliable mode of transport to complement traditional modes of transport. In order to achieve the aforementioned objective, the Authority is keen to develop the inland waterway transport terminal(s) at existing terminals at Gaighat, Patna and Garden Reach, Kolkata and proposed terminal at Kalughat, Patna, on operation, maintenance and management ("**O&M**") basis ("**Project**").

The Authority now invites interested companies and consortiums ("**Bidders**") to participate in the bidding process. The Authority seeks to qualify and select a Bidder to undertake the Project through a competitive bidding process.

Issue of Request for Proposal ("RFP")

The RFP includes the detailed terms and conditions for qualification of Bidders, bid submission and selection of a Bidder, as well as the draft terminal services contract ("**Contract**") to be entered into by the Authority and the Selected Bidder (*as defined below*) directly or through a SPV (*as defined below*) to be incorporated by the Selected Bidder. All those interested in obtaining the RFP may download it from the website of the Authority <http://iwai.nic.in>.

Pre-bid conference

July 29, 2016

Bid Due Date

September 9, 2016 upto 15.00 hrs

For further information, contact:

Member (Traffic) / Chairman,
Inland Waterways Authority of India,
Head Office, A-13, Sector 1, Noida – 201 301,
Uttar Pradesh, India.



Document Control Sheet

S. No.	Particular	Details
1.	RFP Document Reference No.	IWAI / PR-17 / INTG (IFC) / 2016
2.	Name of the Client (<i>Authority inviting RFP</i>)	Member (Traffic) / Project Director JMVP Inland Waterways Authority of India
3.	Method of Selection	Single stage two envelope method
4	Release of RFP	July 15, 2016
5	Sale of Bidding Document –start	July 16,2016
6	Facilitating Site Visit	July 20, 2016 – July 25, 2016
7	Last date of Receiving queries	July 29,2016 (10.30 hrs)
8	Pre-Bid meeting	July 29, 2016 (11.00 hrs)
9	Response to pre-bid queries latest by	August 8, 2016
10	Issue of Final Bidding Document	August 9, 2016
11	Last date and time for receipt of bid in all respect	September 9, 2016 (1500 hours)
12	Date and time of opening of Qualification Bids	September 9, 2016 (1530 hours)
13	Date of Opening & Evaluation of Selection Bids	September 19, 2016
14	Issue of Letter of Award	September 29, 2016
15	Receipt of LOA from selected Bidder	October 6, 2016
16	Signing of Contract	October 13, 2016
17	Cost of RFP document (payable on submission of RFP)	Rs. 25,000/- (Rupees Twenty Five Thousand)
18	Bid Security	Rs. 40,00,000/- (Rupees Forty Lakh)
19	Name of the Contact Officer	Member (Traffic) / Project Director JMVP
20	Email ID	MC.iwai@nic.in ; Mt.iwai@nic.in ; vc.iwai@nic.in ;
21	Address for submission of proposal	Inland Waterways Authority of India Head Office, A-13, Secotr-1, Noida – 201301 Uttar Pradesh, India.

Note: This document is not transferable

All bidders are advised to check for any further clarifications and corrigendum related to this RFP at the following website <http://iwai.nic.in>.



**EQUIPPING, OPERATING AND MANAGING
INLAND WATERWAY TRANSPORT
AT
GARDEN REACH TERMINAL IN KOLKATA
AND
GAIGHAT TERMINAL AND KALUGHAT TERMINAL IN PATNA**

REQUEST FOR PROPOSAL
(Single Stage Two Envelope Method)

**INLAND WATERWAYS AUTHORITY OF INDIA MINISTRY OF SHIPPING, GOVERNMENT
OF INDIA**



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GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicable Laws	All laws, brought into force and effect by Government of India or the Government of West Bengal or the Government of Bihar, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP
Associate	As defined in Clause 2.1.14
Authority	As defined in Objectives
Bank Guarantee	As defined in Clause 2.20.1
Bid	The Qualification Bid and Selection Bid together shall be referred to as the Bid
Bid Due Date	As defined in Clause 1.1.8
Bid Security	As defined in Clause 1.2.5 (b)
Bidding Documents	As defined in Clause 1.1.8
Bidding Process	As defined in Clause 1.2.1
Companies Act	Companies Act, 2013 for the repealed provisions of the Companies Act, 1956 and otherwise Companies Act, 1956, (as amended from time to time)
Conflict of Interest	As defined in Clause 2.1.14
Consortium	As defined in Clause 2.2.1 (a)
Consortium Agreement	As defined in Clause 2.2.4 (e)
Contract	As defined in Issue of Request for Proposal
Damages	As defined in Clause 2.1.14
Financial Capacity	As defined in Clause 2.2.2 (b)
First Round	As defined in Clause 3.6.4
Highest Bidder	As defined in Clause 1.2.7
IFC	As defined in Clause 1.1.2
IST	Indian Standard Time
Lead Member	As defined in Clause 2.2.4 (c)
LOA or Letter of Award	As defined in Clause 3.6.6
Member	Member of a Consortium
Minimum Eligibility Criteria	As defined in Clause 2.2.2
Net Worth	As defined in Clause 2.2.3 (b)
Operator	As defined in Clause 1.1.4
Performance Security	As defined in the Contract
Project	As defined in Objectives
Promoter	A person: (a) who has been named as such in a prospectus or is identified by the company in the annual return referred to in Section 92 of the Companies Act, 2013; or (b) who has control over the affairs of the company, directly or indirectly whether as a shareholder, director or otherwise; or (c) in accordance with whose advice, directions or instructions the Board of Directors of the company is accustomed to act: Provided that nothing in sub-clause (c) shall apply to a person who is acting merely in a professional capacity.
Qualification Bid	As defined in Clause 1.2.1



Qualified Bidders	As defined in Clause 1.2.2
RFP	As defined in the Disclaimer
Second Round	As defined in Clause 3.6.4
Selected Bidder	As defined in Clause 3.6.2
Selection Bid	As defined in Clause 1.2.1
SPV	As defined in Clause 2.2.4
Subject Person	As defined in Clause 2.1.14 (a)
Technical Capacity	As defined in Clause 2.2.2 (a)
Third Round	As defined in Clause 3.6.5
Tie Bidders	As defined in Clause 3.6.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



DISCLAIMER

The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



1. INTRODUCTION

1.1 Background

1.1.1 The Authority has resolved to develop navigable waterways as a reliable mode of transport to complement traditional modes of transport. In order to achieve the said objective, the Authority is keen to increase the usage and improve productivity of the existing inland water transport terminals at Garden Reach Kolkata, India and Gaighat, Patna, India. Further, the Authority also intends to develop a new terminal at Kalughat, Patna, India. The Authority is keen to bring on board a private partner on an O&M basis for the Garden Reach, Kolkata terminal and provide an option to the private partner for O&M of the Gaighat, Patna, India terminal and Kalughat, Patna, India terminal.

1.1.2 In order to undertake the Project as a reliable mode of transport on O&M basis, the Authority has decided to carry out the bidding process for selection of a private developer to whom the Project may be awarded. The Authority has appointed the International Finance Corporation ("**IFC**"), a member of the World Bank Group, to assist the Authority in identifying a private partner and ensuring the implementation of the O&M of the Project through private sector participation.

1.1.3 The Authority has identified the Terminals (as defined in the Contract) for the performance of the O&M Services.

The details of the Terminals are provided in the Contract. The O&M Services at the existing Gaighat Terminal and proposed Kalughat Terminal at Patna, Bihar, shall be given as an option to the private developer, as detailed in Clause 4.5 of the Contract.

1.1.4 The Selected Bidder who is either a company registered in India under Companies Act, or undertakes to incorporate as such prior to execution of the Contract ("**Operator**") and shall be responsible for providing O&M services at the Terminals under and in accordance with the provisions of the Contract to be entered into between the Operator and the Authority in the form provided herein.

1.1.5 The scope of work will broadly include equipping, operating, managing, financing and maintaining the Project under the Applicable Laws.

1.1.6 The Contract sets forth the detailed terms and conditions for grant of the operatorship to the Operator, including the exclusive right, licence and authority to equip, finance, operate, manage and maintain the Terminals ("**Operatorship**").

1.1.7 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 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 Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Operatorship to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents 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 Authority.

1.1.8 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and 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 ("**Bid Due Date**").



1.2 Brief description of Bidding Process

- 1.2.1 As part of the Bidding Process, interested parties who believe that they fulfil the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents.
- 1.2.2 Bids are invited on a single-stage two envelope process ("**Bidding Process**") for selection of the Bidder for award of the Project. All Bidders shall simultaneously submit their relevant qualification details ("**Qualification Bid**") for the purpose of meeting the Minimum Eligibility Criteria and selection proposal ("**Selection Bid**") quoting the percentage share of the total pre-tax gross revenue earned by the Operator in the form of Service Charges (*as defined in the Contract*) and Other Charges (*as defined in the Contract*) in numbers and words upto two decimal digits ("**Revenue Share**"). It is clarified that, for the purposes of the determination of the Revenue Share, the Statutory Charges, indirect taxes, the proceeds of any refundable payment deposits, capital receipts and insurance claims, shall not form part of the gross revenues. The Bidders are required to submit the same in 2 (two) separate envelopes submitted simultaneously, both envelopes enclosed together in an outer single envelope.
- 1.2.3 In the first step, the Qualification Bids of all Bidders shall be evaluated as to whether they meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for undertaking the Project. The information submitted by the Bidder would be used for the purposes of obtaining security clearance in accordance with the provisions of the Applicable Laws. At the end of this stage, the Authority shall announce the qualified Bidders. The Selection Bids of only those Bidders who meet the Minimum Eligibility Criteria and are shortlisted in accordance with Clause 3.6 of this RFP ("**Qualified Bidders**") would be opened and evaluated for the purpose of identifying the Selected Bidder, subject to the security clearance from the Ministry of Home Affairs, Government of India. The Selection Bids (Price bid) of the remaining Bidders shall be returned sealed and unopened by the Authority.
- 1.2.4 As part of the Bidding Process, interested parties who believe that they fulfil the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents.
- 1.2.5 The Bidding Documents include the draft Contract which shall be provided to the Bidders on date of issue of RFP. The aforesaid documents and any Addendum issued subsequent to this RFP, but prior to the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.6 In terms of this RFP, a Bidder is required to deposit, along with its Bid:
- (a) as the cost of the RFP process a sum of Rs. 25,000/- (Rupees Twenty Five Thousand); and
 - (b) a bid security equivalent to Rs. 40,00,000/- (Rupees Forty Lakh) ("**Bid Security**") in accordance with the terms set out in Clause 2.1.9.
- 1.2.7 The Bidders are invited to examine the Terminals in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Operatorship including implementation of the Project.



- 1.2.8 The Selection Bids are invited for the Project on the basis of the offer made by a Bidder for the Revenue Share. Subject to Clause 2.16 of this RFP, the Project will be awarded to the Qualified Bidder quoting the highest Revenue Share ("**Highest Bidder**").
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.5 below. The envelopes/ communication by fax or email shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for equipping, operating and managing inland waterway transport terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna”

Mail ID:- MC.iwai@nic.in ; Mt.iwai@nic.in ; sahamanaskr@yahoo.co.in

Address :-

Member (Traffic)

Inland Waterways Authority of India

Head Office, A-13, Secotr-1, Noida – 201301 Uttar Pradesh, India.

Schedule of Bidding Process : The Authority shall endeavour to adhere to the following schedule:

S. No.	Event Description	Details
1	Release of RFP	July 15, 2016
2	Sale of Bidding Document –start	July 16,2016
3	Facilitating Site Visit	July 20, 2016 – July 25, 2016
4	Last date of Receiving queries	July 29,2016 (10.30 hrs)
5	Pre-Bid meeting	July 29, 2016 (11.00 hrs)
6	Response to pre-bid queries latest by	August 8, 2016
7	Issue of Final Bidding Document	August 9, 2016
8	Last date and time for receipt of bid in all respect	September 9, 2016 (1500 hours)
9	Date and time of opening of Qualification Bids	September 9, 2016 (1530 hours)
10	Date of Opening & Evaluation of Selection Bids	September 19, 2016
11	Issue of Letter of Award	September 29, 2016
12	Receipt of LOA from selected Bidder	October 6, 2016
13	Signing of Contract	October 13, 2016

The above schedule is indicative in nature and the Authority may, in its sole discretion and without prior notice to the Bidders, amend the schedule. Bidders shall not rely in any way whatsoever on the Schedule and the Authority shall not incur any liability whatsoever arising out of amendments to the schedule. The Authority shall give notice of changes to the schedule, if any, by Addendum.



2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid for the Project either individually or as a Member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Contract shall have the meaning assigned thereto in the Contract.
- 2.1.3 The Bidding Documents can be downloaded from the website of Authority by accessing the weblink <http://iwai.nic.in>. However, at the time of submission of the Bid, the Bidder shall submit a Demand Draft of Rs. 25,000/- (Rupees Twenty Five Thousand) in favour of "IWAI-FUND" Inland Waterways Authority of India payable at Noida, Uttar Pradesh, towards the cost of the document along with its Bid.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.5 The Qualification Bid shall be furnished as per formats provided in Appendix I. The Qualification Bid shall include the following:

ANNEXURE A	Letter comprising the Bid
ANNEXURE B	General Information of Bidder ¹
ANNEXURE C	Power of Attorney for Signing of Bid
ANNEXURE D	Power of Attorney for Lead Member of Consortium
ANNEXURE E	Bid Security (Bank Guarantee)
ANNEXURE F	Consortium Agreement
ANNEXURE G	Technical Capacity of Bidder
ANNEXURE H	Financial Capacity of Bidder
ANNEXURE I	Format of Contract
ANNEXURE J	Proposal Checklist

- 2.1.6 The Selection Bid should be furnished in the format at Appendix II, clearly indicating the Revenue Share in both figures and words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.7 The Bidder shall collect User Fees (*as defined in the Contract*) for providing the O&M Services (*as defined in the Contract*) as per the terms and conditions of the Contract.
- 2.1.8 As mentioned in Clause 1.2.5 above, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format at Annexure E, Appendix I.

¹ To be submitted separately for each Member in case of a Consortium



- 2.1.9 The validity period of the Bid Security shall not be less than 240 (two hundred and forty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 240 (two hundred and forty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided the Contract Performance Security under the Contract. In the event any Bidder fails to procure extension of the Bid Security on a written request of the Authority, the Bid of such a Bidder shall stand disqualified on expiry of such Bid Security.
- 2.1.10 The Bidder should submit a Power of Attorney as per the format at Annexure C, Appendix I, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Annexure D, Appendix I.
- 2.1.11 The Bid shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 2.1.13 The Bidding Documents and all attached documents provided by the Authority, are and shall remain or become the property of the 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 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority, unless otherwise provided in the Bidding Documents, will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest ("**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 Authority shall be entitled to forfeit and appropriate the Bid Security, or the Contract Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's Bid ("**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the subscribed and paid up share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder(s), its Member or Associate is less than 5% (five percent) of the paid up and subscribed 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 Section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 ("**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) 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 this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third 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 of the other Bidder; or
- (f) such Bidder or any Associate thereof has participated as a consultant to the 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 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member ("**Associate**"). As used in this definition, the expression "control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

- 2.1.15 Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the 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 at any time prior to the execution of the Contract. In the event any such adviser is engaged by the Selected Bidder subsequent to the issuance of the LOA but prior to the 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 Authority, including the forfeiture and appropriation of the Bid Security or the Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the 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 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after the execution of the Contract.

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

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) The Bidder for qualification may be a single entity or a group of entities ("**Consortium**"), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

2.2.2 To be considered as technically qualified, a Bidder shall fulfil the following minimum eligibility criteria ("**Minimum Eligibility Criteria**"):

- (a) **Technical Capacity:** For demonstrating technical capacity and experience ("**Technical Capacity**"), the Bidder or its Associate, (or in the case of a Consortium, the Lead Member or its Associate) shall, over the past 3 (three) financial years, have experience providing Container Freight Station (CFS) / Inland Container Depot (ICD) /container terminal services and should have handled at least 100,000 (one hundred thousand) twenty foot equivalent unit ("**TEU**").
- (b) **Financial Capacity:** The Bidder shall have a minimum Net Worth ("**Financial Capacity**") of INR 2500 million (Rupees two billion five hundred million) as per the latest audited financial statements and which shall be within the preceding 2 (two) financial years.
- (c) **Equity Shareholding of a Member in the SPV:**
 - (i) In case of a Consortium, the Technical Capacity of only those Members, who have and shall continue to have an equity share of at least 51% (fifty one percent) each in the SPV, shall be considered to satisfy the



above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity of the SPV.

- (ii) Further, the Net Worth of only those Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV, shall be considered to satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the Appointed Date (*as defined in the Contract*), hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the SPV.

For this purpose, the Net Worth of the Bidder in case of a Consortium will be calculated as the weighted average of the Net Worth of each of such Members at the close of the preceding financial year and the weights will be based on the proposed equity stake of such Member in the total equity share capital of the SPV.

2.2.3 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix I, complete with its Annexes, the following:

- (a) certificate(s) confirming that the Bidder has the Technical Capacity; and
- (b) certificate(s) from its statutory auditors specifying the average net worth of the Bidder, over the preceding 3 (three) financial years, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (b). For the purposes of this RFP, net worth ("**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.4 In case the Bidder is a Consortium it shall incorporate an appropriate special purpose vehicle, under the Companies Act ("**SPV**"), to implement the Project and shall also comply with the following additional requirements:

- (a) number of Members in a Consortium should be limited to 3 (three);
- (b) subject to the provisions of sub clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate 1 (one) member as the lead member ("**Lead Member**"), who shall have an equity share holding of at least 51% (fifty one percent) of the paid-up and subscribed equity of the SPV. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure D, Appendix I, signed by all the other members of the Consortium;
- (d) an individual Bidder cannot at the same time be member of a Consortium for participating in the Bidding Process. Further, a member of a particular Consortium cannot be member of any other Consortium participating in the Bidding Process;



- (e) members of the Consortium shall enter into a binding consortium agreement in the format prescribed in Annexure F ("**Consortium Agreement**") for the purpose of submitting the Bid. The Consortium Agreement shall, inter alia:
- (i) convey the intent of the Members to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract and subsequently carry out all the responsibilities as Operator in terms of the Contract, in case the operatorship to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
 - (iii) commit the minimum equity stake to be held by each Member;
 - (iv) commit that the member, whose Technical Capacity has been evaluated for the purposes of this RFP, shall subscribe to 51% (fifty one percent) or more of the paid-up and subscribed equity of the SPV and shall further commit that such member shall for a period of 5 (five) years from the Appointed Date, hold equity share capital of not less than 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV; and
 - (v) commit that the members, whose Net Worth has been evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that such member shall for a period of 5 (five) years from the Appointed Date of commercial operations of the Project, hold equity share capital of not less than 26 % (twenty six percent) of the subscribed and paid up equity share capital of the SPV; and
 - (vi) 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 Appointed Date (*as defined in the Contract*) is achieved in accordance with the Contract.
- (f) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.

(Note: A copy of the Consortium Agreement should be submitted along with the Bid. The Consortium Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)

2.2.5 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 Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium. Further, if any entity, which has been barred or sanctioned or can be barred or sanctioned by the World Bank, under its Guidelines for Procurement of Goods, Works and Non-Consulting Services, or the World Bank Group Anti-Corruption policies and sanctions procedures, then, such entity would not be eligible to submit a Bid, either individually or as member of a Consortium.



- 2.2.6 A Bidder 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 Bidder, Consortium Member or Associate or the said penalty has been accepted by the Bidder, 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 Bidder, Consortium Member or Associate.
- 2.2.7 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.3 and 3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.
- 2.2.8 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.
- 2.2.9 The following conditions shall be adhered to while submitting a Bid:
- (a) the Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - (c) the Bidders should demonstrate their capabilities in accordance with Clause 2.2.2 above; and
 - (d) in case the Bidder is a Consortium, each Member should substantially satisfy requirements to the extent specified herein.
- 2.2.10 While Qualification Bid is open to persons from any country, the following provisions shall apply:
- (a) where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
 - (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then, the Qualification Bid of such Bidder or in the event described in sub-clause (b) above, the continued Qualification Bid of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the



principles, precedents and definitions contained in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be amended from time to time or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.11 Financial year shall, for the purposes of a Bid hereunder, means the Accounting Year (*as defined in the Contract*) followed by the Bidder in the course of its normal business.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges and undertakes that it is meeting the Minimum Eligibility Criteria on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members. It is further agreed that:

- (a) the Consortium Member whose Technical Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP, shall until 5 (five) years from Appointed Date (*as defined in the Contract*), hold equity share capital representing not less than 51% (fifty one percent) of the subscribed and paid-up equity of the SPV; and
- (b) each Consortium Member whose Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP, shall until 5 (five) years from Appointed Date (*as defined in the Contract*), hold equity share capital representing not less than 26% (twenty six percent) of the subscribed and paid-up equity of the SPV;
- (c) 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 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 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 technical 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 Authority forthwith along with all relevant particulars about the same and the 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 of any change in the ownership, notwithstanding anything to the contrary contained in the Contract, the Authority shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4 Cost of Bidding

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



of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 The Bidders are encouraged to submit their respective Bids after visiting the Terminals and ascertaining for themselves the conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to Terminals, emergency medical needs, healthcare infrastructure, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them. For the purpose of examination of the Terminals, the Authority undertakes to facilitate an official site visit on the dates specified in Clause 1.3 of this RFP. Interested bidders shall inform the Owner their intent of availability in advance.

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 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;
- (e) 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 to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by the 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in the Bidding Documents, the Authority reserves



the right to accept or 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 thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

(a) invite the remaining Qualified Bidders to submit Bids in accordance with Clause 3.6.4; or

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

2.6.4 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 Operatorship thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria 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 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 the Bidding Documents, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Operator, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

Invitation for Bids

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

Appendices I. Formats for Qualification Bid

ANNEXURE A	Letter comprising the Bid
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ANNEXURE B	General Information of Bidder ²
ANNEXURE C	Power of Attorney for Signing of Bid
ANNEXURE D	Power of Attorney for Lead Member of Consortium
ANNEXURE E	Bid Security (Bank Guarantee)
ANNEXURE F	Consortium Agreement
ANNEXURE G	Technical Capacity of Bidder
ANNEXURE H	Financial Capacity of Bidder
ANNEXURE I	Format of Contract
ANNEXURE J	Proposal Checklist

II. Format for Selection Bid

2.7.2 The draft Contract to be provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the Bidding Documents may notify the Authority in writing or by fax or by e-mail in accordance with Clause 1.2.8. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be informed by e-mail or by fax or uploaded on the Authority's website. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority. These will be put up on the Authority's website and may be accessed by the Bidder by accessing the weblink <http://iwai.nic.in>.

2.9 Amendment of RFP

2.9.1 At any time prior to the deadline for submission of Bids, the 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 an addendum ("**Addendum**").

2.9.2 Any Addendum thus issued will be sent in writing to all the Bidders and will be put up on the Authority's website.

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

² To be submitted separately for each Member in case of a Consortium



C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 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 initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I, and seal it in an envelope and mark the envelope as "QUALIFICATION BID – ORIGINAL". The Qualification Bid shall include: (1 Original + 3 Copies)

- (a) Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- (b) General Information of Bidder (Appendix – I - **ANNEXURE B**);
- (c) Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
- (d) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – I - **ANNEXURE D**);
- (e) Bid Security in the prescribed format, may be enclosed in a separate envelope. If not found / available Bid shall be rejected. (Appendix – I - **ANNEXURE E**);
- (f) Consortium Agreement (in case of Consortium) (Appendix – I - **ANNEXURE F**);
- (g) Technical Capacity of the Bidder (Appendix – I - **ANNEXURE G**);
- (h) Financial Capacity of the Bidder (Appendix – I - **ANNEXURE H**);
- (i) Format of Contract: The copy of the Contract with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.(Appendix – I - **ANNEXURE I**); and
- (j) Proposal Checklist (Appendix – I - **ANNEXURE J**).

2.11.2 The Bidder shall separately submit the Selection Bid of the Project in the format specified in Appendix – II and seal it in an envelope and mark the envelope as "SELECTION BID" (Price – Bid)

2.11.3 A true copy of the Qualification Bid shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory. 3 (three) copies of this document shall be placed in a separate envelope and marked "COPY OF DOCUMENTS".



2.11.4 The envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the 4 (four) envelopes shall clearly bear the following identification:

"Bid for Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

And Shall indicate " BID Security " in the form of BG / placed in side

2.11.5 Each of the envelopes shall be addressed to:

Member (Traffic)
Inland Waterways Authority of India,
Head Office, A-13, Sector 1, Noida – 201 301
Uttar Pradesh, India.
Mail ID: mtr.iwai@nic.in ; mc.iwai@nic.in

2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.7 Bids shall be delivered by hand including courier services at the address(es) as stated under Clause 2.11.5. The Authority will, on request, provide the Bidder with acknowledgement of receipt showing the date and time when its Bid was received. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted on or before **1500** hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and be returned unopened.

2.14 Contents of the Bid

2.14.1 The Qualification Bid shall be furnished in the formats provided under Appendix I.

2.14.2 The Selection Bid shall be furnished in the format at Appendix II and shall consist of



the Revenue Share to be quoted by the Bidder.

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

2.14.4 The proposed Contract shall be deemed to be part of the Bid.

2.15 Substitution/ Withdrawal of Bids

2.15.1 The Bidder may substitute or withdraw its Bid after submission, provided that written notice of the substitution or withdrawal is received by the Authority prior to Bid Due Date by sending a written notice duly signed by the authorised signatory and properly sealed, and shall include a copy of the authorization. No Bid shall be substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.16 Rejection of Bids

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

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

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. A Bid valid for a period shorter than that specified will be rejected by the Authority as non-responsive. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The 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 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 Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any



correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.8 and 2.1.9 hereinabove in the form of a bank guarantee issued by a Scheduled Bank (*as defined under Section 2(e) of the Reserve Bank of India Act, 1934*) in India, in favour of the Authority in the format at Annexure E, Appendix I ("**Bank Guarantee**") and having a validity period of not less than 240 (two hundred and forty) days from the Bid Due Date, as may be required to be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clauses 2.20.6 below, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter-alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (c) In the case of Selected Bidder, if it fails within the specified time limit:
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Contract; or
 - (iii) to incorporate the SPV, if applicable; or
 - (iv) to furnish the Performance Security within the period prescribed



thereof in the Contract; or

- (d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the Bid by Authority to the Bidder.

E. PROJECT DEVELOPMENT FEES

2.21 Project Development Fees

The Selected Bidder shall pay to International Finance Corporation, fees of US\$ 130,000/- (United State Dollars One Hundred Thirty Thousand) or its rupee equivalent, without any deductions whatsoever for taxes, duties, charges or other withholdings which are exempted under the International Finance Corporation (Status, Immunities and Privileges) Act, 1958 and if any such amount is levied then all such amount shall be borne by the Selected Bidder, into the following bank account:

Wells Fargo Bank, N.A.
375, Park Avenue: New York, NY 10152,
United States of America,
Account Number: 2000192003476
For Credit: International Bank for Reconstruction and Development
SWIFT ID: PNBPUS3NNYC
ABA: 026005092

or in such other bank account at such place as the International Finance Corporation may intimate prior to such payment;

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Qualification Bid at 1630 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in this Section 3.

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

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Qualification Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is accompanied by the demand draft as stipulated in Clause 2.1.3; Rs 25000/-



towards cost of Tender Documents.

- (c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9.3;
 - (d) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.10 and 2.11;
 - (e) it is accompanied by the Bid Security as specified in Clause 1.2.5 (a) & (b) along with the cost towards RFP Process.
 - (f) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.10 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.10 as the case may be;
 - (g) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (h) it does not contain any condition or qualification;
 - (i) it is accompanied by the Consortium Agreement (for Consortium), as stipulated in this RFP;
 - (j) it is accompanied by a copy of the Contract with each page initialled by the person signing the Bid in pursuance to the Power of Attorney; and
 - (k) it is not non-responsive in terms hereof.
- 3.2.2 The 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 Authority in respect of such Bid.

3.3 Evaluation Parameters

- 3.3.1 The Bidders adjudged as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall qualify for evaluation under this Section 3.
- 3.3.2 The Bidder's competence and capability for the purpose of this RFP is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity.

3.4 Details of Experience

- 3.4.1 The Bidder should furnish the details of its experience for the last 3 (three) financial years immediately preceding the Bid Due Date.
- 3.4.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure G, Appendix I.
- 3.4.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure G, Appendix I.



3.5 Financial information for purpose of evaluation

- 3.5.1 The Bid must be accompanied by the audited annual report ("**Annual Report**") of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.5.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (b), and provide details as per format at Annexure H, Appendix I.

3.6 Selection of Bidder

- 3.6.1 Selection Bids of only Qualified Bidders shall be considered for evaluation. Only Qualified Bidders shall be invited for the opening of Selection Bids (Price Bid) ; the date on which the Selection Bids will be opened shall be intimated to the Qualified Bidders. Selection Bids of those Bidders who have not been declared as Qualified Bidders will not be opened and will be returned unopened to the relevant Bidders.
- 3.6.2 Subject to compliance of its Bid to the terms of the RFP, the Bidder quoting the highest Revenue Share (in numbers and words upto two decimal digits) to be provided by the Operator shall be declared as the selected Bidder ("**Selected Bidder**").
- 3.6.3 In the event that two or more Qualified Bidders quote the same Revenue Share for the Project ("**Tie Bidders**") for the Project, the Qualified Bidder with the highest Net Worth shall be declared as the Selected Bidder for the Project.
- 3.6.4 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance ("**First Round**"), the Authority may invite the Qualified Bidders whose Bid is second highest to match the Selection Bid of the aforesaid Highest Bidder after revalidating or extending its Bid Security, if required ("**Second Round**"). If in the Second Round, the said second ranked Qualified Bidder matches the Highest Bidder, it shall be the Selected Bidder.
- 3.6.4.1 In the event of bidders Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of validity specified or as extended shall result in the forfeiture of the BID Security.
- 3.6.5 In the event that the second ranked Qualified Bidder does not offer to match the Highest Bidder in the Second Round as specified in Clause 3.6.4 for the Project, the Authority may, in its discretion, invite fresh Selection Bids ("**Third Round**") from all Qualified Bidders except Highest Bidder of the First Round, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round to revalidate or extend their Bid Security, as necessary, and offer fresh Selection Bids, they shall be eligible for submission of fresh Selection Bids provided, however, that in such Third Round only such Bids shall be eligible for consideration which are higher than the Bid of the second Highest Bidder in the First Round.
- 3.6.6 After selection, a Letter of Award ("**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder



is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the process under Clauses 3.6.4 to 3.6.6 will be followed.

- 3.6.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract within the period prescribed in Clause 1.3 or such other time period as may be prescribed by the Authority at its sole discretion, and also incorporate the SPV within 60 (sixty) days of issuance of the LOA. The Contract shall be executed by: (a) the SPV if it is incorporated within the time specified for execution of the same; (b) the Selected Bidder if the SPV is not incorporated within the time specified for execution of the same. The Selected Bidder shall not be entitled to seek any deviation in the Contract. In the event the Selected Bidder fails to execute the Contract within the stipulated time period, the Authority may, unless it consents to extension of time for execution thereof, appropriate the Bid Security of such Bidder and require the Bidder to pay Damages on account of failure of the Selected Bidder to execute the Contract.

3.7 Contacts during Bid Evaluation

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



4. FRAUD AND CORRUPT PRACTICES

- 4.1 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. Should any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice of any kind come to the knowledge of the Authority it will, in the first place allow the Bidder to provide an explanation and action shall be taken only when a satisfactory explanation is not received. Such action and reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the concerned Bidder. Any communications between the Bidder and the Authority related to the matters of alleged corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice in the Bidding Process shall be in writing.
- 4.2 If corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice in the Bidding Process of any kind is determined by the Authority against any Bidder directly or indirectly or through an agent, the Authority shall, notwithstanding anything to the contrary contained herein, or in the LOA or the Contract:
- (a) 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 the Operator, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
 - (b) declare, at its discretion that the concerned Bidder is ineligible to participate in further procurement proceedings either indefinitely or for a specific period of time.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of the Authority or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by Authority in connection with a procurement proceeding or contract execution;
 - (b) "**fraudulent practice**" means the misrepresentation or omission of facts in order to influence a decision to be taken in a procurement proceeding or contract execution;
 - (c) "**collusive practice**" means a scheme or arrangement between two or more persons, with or without the knowledge of the Authority, that is designed to arbitrarily reduce the number of Bids submitted or fix tender prices at artificial, non-competitive levels, thereby denying a procuring entity the benefits of competitive price arising from genuine and open competition;
 - (d) "**coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence a decision to be taken in a



procurement proceeding or the execution of a contract, and this will include creating obstructions in the normal submission process used for Bids, applications, proposals or quotations;

- (e) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the 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
- (f) **"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. SITE VISIT AND PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have procured the Bidding Documents in accordance with the terms of this RFP shall be allowed to participate in the Pre-Bid conference. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conferences, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Minutes of the Pre-Bid conference, including the text of the questions raised and the responses given, together with any responses prepared after meeting, will be transmitted within 14 (fourteen) working days after holding the meeting to all those who purchased the Bidding Documents and to even those who did not attend the meeting. Any revision to the Bidding Documents listed in the RFP that may become necessary as a result of the Pre-Bid conference will be made by the Authority exclusively through the issue of an Addendum pursuant to RFP and not through the minutes of the Pre-Bid conference.



6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) 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;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; or
 - (d) 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 The equipping, operation and management of the Project shall be in compliance with the Applicable Laws and consistent with IFC's Performance Standards (2012 version) (or applicable environmental and social standards and guidelines to which the Equator Principles refer), which can be accessed on the external webpage:

http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/our+approach/risk+management/performance+standards/environmental+and+social+performance+standards+and+guidance+notes³

³ IFC to confirm.



APPENDIX I - Formats for Qualification Bid

ANNEXURE A – Letter comprising the Bid (On Letter Head)

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for “Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna”

Dear Sir,

1. With reference to the 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. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the equipping, operating, managing, financing and maintaining of the Terminals.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we/ any of the Consortium Members (and/or the Associates which have been used to satisfy Qualification Criteria) have neither failed to perform on any contract, as evidenced by imposition of a total penalty which has exceeded 5% (five percent) of the project revenues in that year or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clause 2.1.14 of the RFP document;
 - (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 Clause 4.3 of the RFP document,



in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any authority, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 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.
8. I/ We understand that the Authority may cancel the Bidding Process at any time and that the Authority are neither bound to accept any Bid that the Authority may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6.3 of the RFP.
9. I/ We declare that we/ any Member of the Consortium are/ is 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 have not been convicted by a Court of Law or indicted or has 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 have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
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 on the Board of the {insert name of the Selected Bidder or Members of the Consortium}.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of:
- (a) [Technical Capacity of those of its Members who shall each, for a period of 5 (five) years from the date of the commercial operation of the Project, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid-up equity of the Operator; and]
- (b) [Financial Capacity of those of its Members who shall each, for a period of 5 (five) years from the date of the commercial operation of the Project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid-up equity of the Operator; and]

We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract in respect of Change in Ownership.

15. 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 of short-listing and pre-qualification under and in accordance with the



RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that any such breach would, notwithstanding anything to the contrary contained in the Contract, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

16. I/ We understand that the Selected Bidder shall be a company registered in India under Companies Act or from outside India under equivalent law {and shall incorporate a company under the Indian Companies Act, 2013 in terms of the Bidding Documents}.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the 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.
18. 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.
19. I/We have studied all the Bidding Documents carefully and also surveyed the Terminals. 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 Authority or in respect of any matter arising out of it.
20. The Revenue Share for the Project 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 call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
21. I/We offer a Bid Security of [_____] to the Authority in accordance with the RFP Document.
22. The Bid Security in the form of a Bank Guarantee is attached.
23. 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 / Operatorship is not awarded to me/us or our Bid is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
25. We agree and undertake to be jointly and severally liable for all the obligations of the Operator under the Contract till the [_____] in accordance with the Contract.

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

Yours faithfully,

Date: (Signature of the Authorised signatory)



Place: (Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member



ANNEXURE B – General Information of Bidder (On Letter Head)

1. Details
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), 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 the Project:
3. Details of individual who will serve as the point of contact/ communication for the Authority:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. Particulars of the Authorised Signatory of the Bidder:
 - (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 Consortium Agreement, as envisaged in Clause 2.2.5(e) should be attached to the Bid.



- (c) Information regarding the role of each Member should be provided as per table below:

#	Name of Member	Role*{Refer Clause 2.2.4(e)} ⁴	Percentage of equity in the Consortium {Refer Clauses 2.2.4(a), (b) & (e)}
1			
2			
3			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annexure I, Appendix I.

The following information shall also be provided for each Member of the Consortium: (On Letter Head)

- (a)

Name of Bidder/ Member of Consortium:

#	Criteria	Yes	No
(a)	Has the Bidder/ constituent of the Consortium been barred by the Central/ State authority, or any entity controlled by it, from participating in any project.		
(b)	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
(c)	Has the Bidder/ constituent of the Consortium (or the relevant Associate) paid liquidated damages of more than 5% (five percent) of the annual 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 5 (five) years?		
(d)	Has the Bidder/ constituent of the Consortium ever failed, in last 5 (five) years, to complete any work awarded to it by any public authority/ entity in last five years?		
(e)	Has the Bidder/ constituent of the Consortium, in case of a consortium, suffered bankruptcy/insolvency in the last 5 (five) years or filed for bankruptcy/insolvency/liquidation proceedings?		
(f)	Has the Bidder/ constituent of the Consortium been blacklisted or adverse orders passed by any Government department/ Public Sector Undertaking/ Regulatory Authority/ multilateral institutions (like World Bank Group) in the last 5 (five) years?		

⁴ All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder



ANNEXURE C – Power of Attorney for Signing of Bid

(Refer Clause 2.1.10)

Know all men by these presents, We, [_____] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr [_____] / Ms [_____] , 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 Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Ghaighat and proposed Kalughat in Patna on an O&M basis ("**Project**") proposed or being developed by the Inland Waterway Authority of India, Ministry of Shipping, Government of India ("**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 Authority, representing us in all matters before the Authority, towards negotiation, discussion, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the 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 Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 [_____] , 20[___].

For [_____]

(Signature)

Witnesses:

(Name, Title and Address)

1.

2.

Accepted [Notarised]

(Signature)

(Name, Title 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 laws 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.*



- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*



ANNEXURE D – Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the Inland Waterway Authority of India, Ministry of Shipping, Government of India ("**Authority**") has invited Bids from eligible applicants for Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna on an O&M basis ("**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 RFP 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 [_____] the respective names and addresses of the registered office (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize 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 authorize 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 Operatorship, 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, participate in bidders' and other conferences, respond to queries, submit information/ documents/ negotiation/discussion, 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 Authority, and/ or any other Authority 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 Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 THIS POWER OF ATTORNEY ON THIS DAY OF 20[___].

For _____
(Name & Title)

For _____
(Name & Title)



For _____
(Name & Title)

Witnesses:

- 1.
- 2.

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

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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*



ANNEXURE E – Format for Bid Security (Bank Guarantee)

(Refer Clauses 1.2.5 and 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, Inland Waterway Authority of India, Ministry of Shipping, Government of India, having its office in [_____] India (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [_____] , a company registered under provision of the Companies Act or from outside India under equivalent law and having its registered office at [_____] and acting on behalf of its Consortium (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for "Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna on an O&M basis" ("**Project**") pursuant to the RFP Document dated [_____] issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at [_____] and one of its branches at [_____] (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of Clause 1.2.5 read with Clause 2.20.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [_____] as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - (a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [_____] .
 - (b) This Guarantee shall be irrevocable and remain in full force for a period of not less than 240 (two hundred and forty) or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.



- (c) We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- (d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- (e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- (f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- (g) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- (h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- (i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.



- (j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



ANNEXURE F – Consortium Agreement

(Refer Clause 2.2.4 (e))

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the [_____] day of [_____] 20[___]

AMONGST

1. {..... Limited, a company incorporated under the} 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} 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)⁵

AND

3. {..... Limited, a company incorporated under the} 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)⁶

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 Inland Waterway Authority of India, Ministry of Shipping, Government of India (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids ("**Bids**") by its Request for Proposal No. [_____] dated [_____] ("**RFP**") for selection of bidders for Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna on an O&M basis ("**Project**").
- (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.
- (C) It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires,

⁵ Number of Parties would be shown here, as applicable, subject to however a maximum of three.

⁶ Number of Parties would be shown here, as applicable, subject to however a maximum of three.



have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a joint venture, consortium or association ("**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 joint venture, consortium or association 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 incorporate a special purpose vehicle ("**SPV**") under the Companies Act within 60 (sixty) days of issuance of the LOA, for performing all its obligations as the Operator in terms of the Contract for the Project. If, for any reason, the SPV is not incorporated within the time specified for the execution of the Contract, the Consortium shall execute the same.

4. Role of the Parties

The Parties hereby undertakes that 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 Contract when all the obligations of the SPV shall become effective.

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 Contract, until the [_____] and in accordance with the Contract.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

- 6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and Contract.

7. Representation of the Parties

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



- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority 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 organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its 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 fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous



9.1 This Consortium Agreement shall be governed by laws of {India}.

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

In the presence of:

1.

2.

Notes:

- The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Each Consortium 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.*
- For a Consortium Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*



ANNEXURE G - Technical Capacity of the Bidder @
(Refer to Clauses 2.2.2(a), 3.3 and 3.4 of the RFP)

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.14.

Sl.no	Year	Name of the client	Name & Description of the Work	Contract Value	Year of Completion Or Current Status	Project Synopsis Brief. (kindly attach separate sheets

Kindly ensure the information's are provided in above format.



ANNEXURE H – Financial Capacity of Bidder
(Refer to Clauses 2.2.2(b) and 2.2.3 (b) of the RFP)

(Rs. million)

Bidder type [§]	Member Code[£]	Proposed Equity Shareholding in Consortium (%)	Net Worth[€]
(1)	(2)	(3)	(4)
Single entity Bidder			
Consortium Member 1			
Consortium Member 2			
Consortium Member 3			
TOTAL			

Instructions:

1. The Bidder/ each of its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or each of its Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
4. In the case of a Consortium, a copy of the Consortium Agreement shall be submitted in accordance with Clause 2.2.4 (e) of the RFP document.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (b) of the RFP document.



§A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.14, shall be provided.

€Net Worth is computed on the basis of financial statements as on the last date of the preceding financial year

£Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.



ANNEXURE I - Format of Contract
[Separately enclosed]



ANNEXURE J - Proposal Checklist

#	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix I - Annexure A);		
2	General Information of Bidder (Appendix I - Annexure B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix I - Annexure C)		
4	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix I - Annexure D)		
5	Bid Security in the prescribed format (Appendix I - Annexure E)		
6	Consortium Agreement (in case of Consortium) (Appendix I - Annexure F)		
7	Technical Capacity of the Bidder (Appendix I - Annexure G)		
8	Financial Capacity of the Bidder (Appendix I - Annexure H)		
10	Format of Contract (Appendix I - Annexure I)		



ANNEXURE I – Format of Pre – Bid Queries

[To be provided by the Bidder in this format prior to the pre-bid date & time]

Sl.no	volume	Page no	Clause Ref	Clause Title	Existing Provisions	Query



APPENDIX II – Format for Selection Bid
Financial Proposal
(Refer Clauses 2.1.6 and 2.1.7)

Dated:

To

.....
.....
.....

Sub: Bid for “Equipping, Operating and Managing Inland Waterway Transport Terminals at Garden Reach in Kolkata and existing Gaighat and proposed Kalughat in Patna”

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 hereby submit our Bid and quote the Revenue Share for the Project, details of which has been provided in Annexure A to this Appendix II.
3. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP or from Price Bid Opening Date.
4. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

ANNEXURE A – Revenue Share

Revenue Share	*Revenue Share in Percentage - (%)	*Revenue Share in words)

*[*To be provided by the Bidder in numbers and words up to two decimal digits, and the figure quoted in words shall prevail over numbers in case of any inconsistency]*

Place:

(Signature of the Authorised signatory)

Name and seal of Bidder/Lead Member