

Proceedings of the Virtual (On-line) Pre-bid meeting held on 17th October, 2022 for the “Outsourcing of Manpower Services for Operation and Maintenance of New Navigational Lock at Farakka”

The following attended the meeting:

I. IWAI

- (i) Sh Ravi Kant, Chief Engineer & Project Manager (JMVP), IWAI
- (ii) Sh. A K Mishra, Director (JMVP-II), IWAI
- (iii) Sh. V C Dialani, Director (Mech – Marine), IWAI
- (iv) Sh. Jatinder Verma, Chief Accounts Officer, IWAI
- (v) Sh. Arvind Kumar, Director (I/c), Kolkata, IWAI
- (vi) Sh. Sanjeeva Kumar, Officer In-chagre, Farakka, IWAI
- (vii) Sh. Vinit Pandey, Asst. Director (M), Farakka, IWAI
- (viii) Sh. S K Pandita, Sr. Consultant (Procurement – II), PMU, JMVP
- (ix) Sh. Prashant Pratap Singh, Sr. Consultant (Procurement – I), PMU, JMVP
- (x) Sh. Ahinsa Aakash, Sr. Consultant (M & BD), PMU, JMVP
- (xi) Sh. Prakritik Mishra, Consultant (M & L), PMU, JMVP
- (xii) Sh. Anant Tyagi, Consultant (CE – II), PMU, JMVP

II. M/s KPMG Advisory Services Pvt. Ltd.

- (i) Sh. Gaurav Vaish
- (ii) Sh Shomendra Murari
- (iii) Ms. Neha Thakur
- (iv) Ms. Sanura Fernadez

III. M/s Arkitechno

- (i) Sh. Preetam Kumar Mohanty
- (ii) Sh. Rahul Thakur

IV. M/s Spring Professional Services Pvt. Ltd.

- (i) Capt. I V Solanki

V. M/s C N Technologies

- (i) Sh. Anant Verma

VI. M/s Giasuddin S K

- (i) Jb. Giasuddin Shaikh

2. The written queries and queries put forth during the meeting were answered and explained to the satisfaction of the prospective bidders and are captured in the clarification attached as Annex-1. The amendment sheet resulting from it is attached as Annex-2.

Annex - 1

Responses to the pre-bid queries for outsourcing manpower services for operation and maintenance of new navigational lock at Farakka

S. No.	Page No.	Article No.	Text provided in tender	Query of the prospective bidder	IWAI response
1	22	10.1.4, Enclosure IV(a)	The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include: Scanned/soft copy of the list of experts/ Key Personnel (Form - 4E) with complete signed CV's, adhering to the following requirements	We require exemption for submission of list of our key experts/key personnel (Form-4E) and their complete signed CVs to be submitted along with tender. However, the same will be submitted after award of the contracts	No changes, Tender conditions prevail.
2	35	Data Sheet S.No. 12 and Article 6.9	JV/Consortium allowed: Not allowed	JV/ Consortium is not allowed however we request you to allow the same for the respective work	JV / Consortium / Sub-contractor is permitted. Refer Annex – 2.
3	22	10.1.4, Enclosure IV(a i)	All Key Personnel must be in-house/ permanent staff or full-time employees of the Contractor's organization	All the key personal must be in-house/ permanent staff or full time employee may not be the compulsion. Contractors have the liberty to deploy and change his staff concern as per the requirement of the work and performance of the workmen	JV / Consortium / Sub-contractor is now permitted. All Key Personnel must be in-house/ permanent staff or full-time employees of the Lead Bidder / JV partner / Consortium partner / Sub-contractor's organization.
4	28	16.1	For this purpose, "Similar Works" means "provision of manpower services for operation & maintenance of civil structures including hydraulic works and hydraulic infrastructure with	You are requested to consider work of Fabrication/ Erection/ Erection/ Maintenance of hydro-mechanical structures i.e. barrage/dam gates as also a similar nature of work.	Please refer Annex–2.

S. No.	Page No.	Article No.	Text provided in tender	Query of the prospective bidder	IWAI response
			automated equipment, water retaining structures in water and ports related projects	Work order of a sub/PRW contractor issued and worked/working with written approval of main client also be considered	No changes, tender conditions prevail.
5	28	16.1.2	<p>Qualification Criteria for Average Annual Turnover of Bidder for last three (03) years ending 31st March of the previous financial years i.e. 2017-18, 2018-19 and 2019-20 and duly certified by the Statutory Auditor on the letter head of Chartered Accountant/ Statutory Auditor as indicated in Section IV: Form-4C.</p> <p>At least INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only) and may be considered as average annual turnover may be equal to 40% of estimated value i.e., INR 1,95,05,148/- (INR One Crore Ninety Five Lakh Five Thousand One Hundred Forty Eight Only).</p>	<p>You have written estimated value i.e. INR 1,95,05,148/- for the computation of Average Annual Turnover whereas you have mentioned estimated value i.e. INR 4,87,62,870/- while computing value of similar work executed at 1TB clause No.16.1.1 (a, b, c) at Page No.28. Please let us know the correct estimate cost</p>	<p>The estimated project cost for three years is INR 4,87,62,870/-</p> <p>Please refer Annex-2.</p>
6	-	-	-	<p>Further you are requested to extend the date of bid submission for further 30 days as month of October is the month of festive and our office is in closing condition most of the days in this month. We require requested time for our preparation and submission of bid.</p>	Please refer Annex-2.

S. No.	Page No.	Article No.	Text provided in tender	Query of the prospective bidder	IWAI response
7	36	Data Sheet S. No. 15	O&M Period: 3 years from the LOA (extendable by 2 years)	You have given O & M period is for 03 years whereas you have asking to submit our rate for 12 months in Form-3 at Page no. 55 of tender document. Please clarify the same	Monthly payments at rates quoted by contractor as per Form Fin-3 would be provided during the initial 3 years period with no escalation. However, if contract is extended after 3 rd year, Year-on-Year cost escalation of 5% over monthly rates quoted under Form Fin-3 by contractor will be applied.
8	-	-	-	Cost escalation clause should be applicable for the entire period of the contracts	No changes, Tender conditions prevail.
9	35	Data Sheet S.No. 12	JV/Consortium allowed: Not allowed	In the tender document page 35 it is mentioned JV not allowed and hence being an existing contractor for the same work we would request you to please accept JV consortium failing which we will not qualify got the said tender	Please refer Annex-2.
10	-	-	-	The total tender value is based on 3 years of work and hence all experience criteria is based on 3 years calculation due to which we are not qualifying for work done certificate value. Thus, we would request you if you may please consider the value based on 1 year calculation based on which we will technically qualify for the said tender	Please refer response at S. No. 5.
11	-	-	-	We would request you to kindly extend the closing date of the tender.	Please refer Annex – 2.
12	-	-	-	Considering the very short span of time in preparing the documentation for submission of tender for 15 days which is as follows:- Weekend and festival	Please refer Annex – 2.

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				holidays in between on account of "Kali Puja" & Diwali" , "Bhai-duj & "Chhat Puja".	
13.	-	-	-	We request you to consider Joint Venture participation in the aforesaid tender.	Please refer Annex – 2.

Annex – 2

Outsourcing manpower services for operation and maintenance of new navigational lock at Farakka

S No	Article No.	As per Tender document	To be read as
1	16.1.1	<p>Minimum Qualification Criteria for provision of manpower services for Operation and Maintenance of new navigation lock at Farakka</p> <p>The Bidder should have successfully completed “Similar Works” in previous 7 years before the Bid Submission Date as per the sub-criteria specified below:</p> <p>a) At least 3 similar completed services each costing not less than 40% of Estimated Cost of INR 4,87,62,870/- excluding GST the amount equal to INR 1,95,05,148/- (INR One crore ninety-five lakh five thousand one hundred and forty-eight only) or</p> <p>b) At least 2 similar completed services each costing not less than 60% of Estimated Cost of INR 4,87,62,870/- excluding GST the amount equal to INR 2,92,57,772/- (INR Two crore ninety two lakh fifty seven thousand seven hundred twenty two only) or</p> <p>c) At least 1 similar completed service costing not less than 80% of Estimated Cost of INR 4,87,62,870/- excluding GST the amount equal to INR 3,90,10,296/- (INR Three crore ninety lakh ten thousand two hundred and ninety-six only)</p>	<p>Minimum Qualification Criteria for provision of manpower services for Operation and Maintenance of new navigation lock at Farakka</p> <p>The Bidder should have successfully completed “Similar Works” in previous 7 years before the Bid Submission Date as per the sub-criteria specified below:</p> <p>a) At least 3 similar completed services each costing not less than 40% of one year Estimated Cost of INR 1,54,68,000/- excluding GST the amount equal to INR 61,87,200/- (INR Sixty-one lakh eighty seven thousand two hundred only) or</p> <p>b) At least 2 similar completed services each costing not less than 60% of Estimated Cost of INR 1,54,68,000/- excluding GST the amount equal to INR 92,80,800/- (INR Ninety two lakh eighty thousand eight hundred only) or</p> <p>c) At least 1 similar completed service costing not less than 80% of Estimated Cost of INR 1,54,68,000/- excluding GST the amount equal to INR 1,23,74,400/- (INR One crore Twenty-three lakh seventy four thousand four hundred only)</p>
2	16.1.2	<p>Qualification Criteria for Average Annual Turnover of Bidder for last three (03) years ending 31st March of the previous financial years i.e. 2017-18, 2018-19 and 2019-20 and duly certified by the Statutory Auditor on the letter head of Chartered Accountant/ Statutory Auditor as indicated in Section IV: Form-4C.</p> <p>At least INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only)</p>	<p>Qualification Criteria for Average Annual Turnover of Bidder for last three (03) years ending 31st March of the previous financial years i.e. 2018-19, 2019-20 and 2020-21 and duly certified by the Statutory Auditor on the letter head of Chartered Accountant/ Statutory Auditor as indicated in Section IV: Form-4C.</p> <p>At least INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only)</p>

S No	Article No.	As per Tender document			To be read as		
		and may be considered as average annual turnover may be equal to 40% of estimated value i.e., INR 1,95,05,148/- (INR One Crore Ninety Five Lakh Five Thousand One Hundred Forty Eight Only).			i.e. 30% of one year estimated cost i.e. INR 1,54,68,000/- (INR One Crore Fifty Four Lakh Sixty Eight Thousand Only) is required to qualify.		
3	16.1.1	<p>.....</p> <p>For this purpose, "Similar Works" means "provision of manpower services for operation & maintenance of civil structures including hydraulic works and hydraulic infrastructure with automated equipment, water retaining structures in water and ports related projects".</p>			<p>.....</p> <p>For this purpose, "Similar Works" means "provision of manpower services for operation & maintenance of civil structures including hydraulic works and hydraulic infrastructure with automated equipment, water retaining structures in water and ports related projects, and maintenance of hydro-mechanical structures i.e. barrage/dam gates".</p>		
3	Form 4C	S No	Financial Year	Average Annual Turnover in INR in Last Three Years	S No	Financial Year	Average Annual Turnover in INR in Last Three Years
		1	2017-18		1	2019-20	
		2	2018-19		2	2020-21	
		3	2019-20		3	2021-22	
		Average Annual Turnover		[indicate sum of the above figures divided by 3]	Average Annual Turnover		[indicate sum of the above figures divided by 3]
4	Data Sheet S No. 12	JV/Consortium allowed: Not allowed			JV/Consortium/ Sub-contractor allowed: Allowed		
5	Section VII, 1.1.18	"Bidder" means a private company/ public company/ partnership constituted under the relevant laws which applies for this O&M Tender.			"Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a tender process.		
6	Section VII, 1.1.42	-			"Sub-Contractor" means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the site.		
7	Section VII, 1.1.43	-			"Consortium" means an association without a legal personality of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the Consortium, and		

S No	Article No.	As per Tender document	To be read as
			where the members of the Consortium are jointly and severally liable to the Client for the performance of the Contract.
8	Section VII, 1.1.44	-	“Joint Venture (JV)” means an association with a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
9	Section VII, 1.1.45	-	“Joint Venture/ Consortium (JV/C)” (if applicable) means the association consisting of (i) AAA, (ii) BBB, and (iii) CCC formed, to implement the project.
10	Section VII, Article 1.1.3	“Contractor” means any entity or person or association of person who provides the Services to the Owner under the Contract.	“Contractor” means any entity or person or association of person or Joint Venture/ Consortium who provides the Services to the Owner under the Contract.
11	Section VII, 3.8	-	In the case of a Joint Venture/ Consortium: In the event of default or breach of Section VII Article 3.1 to 3.9 by any member, in the execution of his part of Contract, the Owner shall be so notified within 30 days by the lead member, or in case the lead member being the defaulter, by the member nominated as lead member of the remaining Joint Venture/ Consortium. Within 60 days of the said notice, the lead member shall assign the work of the defaulting member to any other equally competent party acceptable to the Owner to ensure the execution of that part of the Contract. Failure to comply with the above provisions or if the lead member himself defaults shall be lawful for the Owner to terminate the Contract for default and avail any or all remedies thereunder.
12	Section VII, 3.9	-	Assignment and sub-contracting: 1) the contractor shall not, save with the previous consent in writing of the Owner, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

S No	Article No.	As per Tender document	To be read as
			<p>2) The contractor shall notify the Owner in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out services and incidental goods/ works. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under Section VII, Article 3.1 to 3.9, based on which Contract is awarded to him.</p> <p>3) If the contractor sublets or assigns this Contract or any part thereof without such permission, the Owner shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.</p>
13	Section II, ITB, Article 6.8	Number of Bids: A Bidder shall submit one Bid only. In case a Bidder submits more than one bid, the application of the Bidder shall be rejected summarily.	Number of Bids: A Bidder shall submit one Bid only. In case a Bidder submits more than one bid, the application of the Bidder shall be rejected summarily. For avoidance of doubt, participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party.
14	Section II, ITB, Article 3.7	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. Declaration in this regard has been incorporated at S. No. 5 of Form 4G. However, non-disclosure of the facts or non-compliance by the Bidder in this regard would be punishable under Applicable Law and would lead to rescinding or termination of the work if information relating to debarment or disqualification or non-compliance of order is brought to the knowledge of the Owner at a	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. Declaration in this regard has been incorporated at S. No. 5 of Form 4G. However, non-disclosure of the facts or non-compliance by the Bidder in this regard would be punishable under Applicable Law and would lead to rescinding or termination of the work if information relating to debarment or disqualification or non-compliance of order is brought to the knowledge of the Owner at a

S No	Article No.	As per Tender document	To be read as
		later stage, even during the currency of the contract.	later stage, even during the currency of the contract. For avoidance of doubt, it is clarified, if the Bidder is punished, rescinded or termination and the Bidder is a Joint Venture/ Consortium then the same shall be applicable to all members of the Joint Venture/Consortium.
15	Section II, ITB, Article 10.1.1	-	<p>.....</p> <p>p) If applicable, the Power of Attorney for Lead Member of Joint Venture/ Consortium as per the format at Form 4L</p> <p>q) Copy of the Joint Bidding Agreement, in case of a Joint Venture/ Consortium, substantially in the format at Annexure Form 4M</p>
16	Section II, Article 16.1.4	-	For avoidance of doubt, it is clarified that if the Bidder is a Joint Venture/ Consortium, the Bidder may consider the experience and resources of any member of the Joint Venture/ Consortium to determine the Bidder's compliance with the qualifying criteria.
17	Section II, Article 16.1.5	-	Sub-contractors' experience and resources shall not be considered in determining the Bidder's compliance with the qualifying criteria.
18	Section II, Article 16.1.6	-	<p>If the Bidder is a Joint Venture/ Consortium, it shall comply with the following requirements:</p> <p>a) Number of members in a Joint Venture/ Consortium shall not exceed 3 (three)</p> <p>b) The Bid should contain the information required for each member of the Joint Venture/ Consortium</p> <p>c) The members of the Joint Venture/ Consortium shall nominate one member as the lead member ("Lead Member")</p> <p>d) If the Bidder is a Joint Venture, the Lead Member shall have an equity share holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the JV). The other two members of the Joint Venture shall each have an equity share holding of at least 20% (twenty percent) of the paid up and subscribed equity of the JV.</p>

S No	Article No.	As per Tender document	To be read as
			<p>e) The Bid should include a brief description of the roles and responsibilities of individual members of the Joint Venture/ Consortium, particularly with reference to financial, technical and O&M obligations. Bidders shall share the required information as a part of Annexure Form 4H. Members of the Joint Venture/ Consortium shall enter into a Joint Bidding Agreement, substantially in the form specified in Annexure Form 4M, for the purpose of making the Bid. Except and as provided in this tender document, there shall not be any amendment to the Joint Bidding Agreement without prior written consent of the Authority.</p>
19	Form 4G	-	<p>Note 2: Fill this Form for Bidder and each member of a Joint Venture/ Consortium or other association that is a party to Bidder to highlight conformance.</p>
20	Form 4H	-	<p>Note 2: Fill this Form for Bidder and each member of a Joint Venture/ Consortium or other association that is a party to Bidder.</p>
21	Section II, ITB, Article 3.10	-	<p>Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub-contract a part of the contract for specialised items of services, provided that the names and details of the sub-contracts are clearly stated in the bid submitted by Bidder and provided further that such sub-contractor should not circumvent the eligibility condition laid down below. Procurement of material, hire of equipment or engagement of labour shall not be considered as sub-contracting. Despite any approval granted by the Owner for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed 25 per cent of the contract price as specified in the Tender Document/ Contract. Sub-contracting by the contractor without</p>

S No	Article No.	As per Tender document	To be read as
			the approval of the Owner shall be a breach of contract.
22	Section II, Article 10.1.3 (d)	(d) Provide list of litigation history.	(d) Provide list of litigation history. It is clarified that litigation history of each member of the Joint Venture/ Consortium or other association that is a party to Bidder shall be provided.
23	Data Sheet S No. 4	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD): Date: 03.11.2022 ("Bid Submission Date") Time: Latest by 1500 Hrs (IST) Submission: Online submission Address: Vice Chairman Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD): Date: 15.12.2022 ("Bid Submission Date") Time: Latest by 1500 Hrs (IST) Submission: Online submission Address: Vice Chairman Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
24	Data Sheet S No. 16	Bid Opening date Date: 04.11.2022 Time: 1530 hrs	Bid Opening date Date: 16.12.2022 Time: 1530 hrs

Form 4L: Power of Attorney for Lead Member of Consortium

Whereas Inland Waterways Authority of India (“the Authority”) has invited Bids from interested parties for Outsourcing of Services in Respect of Operation & Maintenance of Navigational Lock at Farakka (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender Document 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, M/s. having our registered office at, and having our registered office at, (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 contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For
(Signature)

..... (Name & Title)

For
(Signature)

..... (Name & Title)

For
(Signature)

..... (Name & Title)

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

Witnesses: 1.
2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Form 4M: Consortium Agreement

(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 Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns}}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(a) The Inland Waterways Authority of India, Head Office, Project Management Unit – 2nd Floor, A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as the “**Owner**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Tender Document No. xx dated xx.xx.20xx for selection of Bidder for Outsourcing of Services in Respect of Operation & Maintenance of Navigational Lock at Farakka,

(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 Tender Document and other bid documents in respect of the Project, and

(c) It is a necessary condition under the Tender 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, have the meaning ascribed thereto under the Tender Document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall perform all its obligations as the Contractor in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until signing the Contract;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) Party of the Third Part shall be {the Financial Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document and the Contract, till commencement of operations for the Project is achieved under and in accordance with the Contract.

6. Representation of the Parties

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

- (a) Such Party is duly 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 governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) Violate any clearance, permit, contract, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

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

8. Miscellaneous

8.1 This Consortium agreement shall be governed by laws of India.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Designation)

(Address)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Consortium agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Consortium agreement should attach a copy of the extract of the charter documents and board or shareholder's resolution in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a 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.