

EXPRESSION OF INTEREST FOR CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE



EXPRESSION OF INTEREST



March 2022

EOI No. IWAI/GHY/PPP/BUILDING/2022-23

भारतीय अंतर्देशीय जलमार्ग प्राधिकरण

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

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<https://eprocure.gov.in/eprocure/app>

DISCLAIMER

1. This Expression of Interest (EOI) document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this EOI is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this EOI.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document and it is not possible for IWAI to consider particular needs of each party who reads or uses this EOI document. This EOI includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Construction Works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this EOI document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this EOI.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this EOI does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this EOI document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this EOI document. Such revisions to the EOI / amended EOI will be made available on the website of IWAI.

Table of Contents

DISCLAIMER.....	2
NOTICE INVITING E-EOI.....	5
INSTRUCTIONS TO THE BIDDERS (ITB).....	7
1. Background	8
2.3 EOI Proposal Preparation Costs & related issues	14
2.4 Pre-Bid Meeting.....	14
3 Responses to Pre-Bid Queries and Issue of Corrigendum.....	15
3.4 Special Instructions to Bidders for e-Tendering.....	16
3.5 Broad Outline of activities from Bidders prospective for e-Tendering	16
3.6 Digital Certificates.....	17
3.8 Key Instructions for Bidders	17
3.9 EOI Submission Format.....	17
3.10 Deadline for Online Submission	18
3.11 Date and Place of Opening of Bids.....	18
3.12 Validity of Bids	18
3.13 Bids by Joint venture / consortium.....	18
3.14 Place of Opening of EOI Bids.....	20
3.15 Short Listing Criteria.....	20
3.16 Evaluation Process	20
3.17 Pre-qualification Criteria: -.....	20
FORM 4A: FORM OF EOI	24
FORM 4B: ELIGIBLE PROJECTS	26
FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER	28
FORM 4D: POWER OF ATTORNEY	29
FORM 4E: LIST OF KEY PERSONNEL.....	31
FORM 4F: Joint Bidding Agreement.....	32
FORM 4G: BIDDERS INFORMATION FORM.....	38
FORM 4H: LIST OF THE EQUIPMENT, ETC.	39
FORM 4I: FORMAT FOR PRE-BID QUERIES BY BIDDERS	40
FORM 4J: Power of Attorney for Lead Member of JV / Consortium	41
FORM 4K: STATEMENT OF LEGAL CAPACITY.....	44
Annexure 1: IWAI Fancy Bazar Land Map.....	45
Annexue 2: IWAI Dibrugarh Land Map.....	46
Annexue 3: IWAI Ujan Bazar Land Map.....	47
Annexue 4: Additional IWAI land near IWAI Pandu Port Complex	48

PROPRIETARY

This Expression of Interest (EOI) is proprietary to Inland Waterways Authority of India (IWAI) and IWAI reserves the right to recall the EOI in its entirety or in part. All responses to the EOI will become the property of IWAI and will not be returned.

(For publication in News Paper)



INLAND WATERWAYS AUTHORITY OF INDIA

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NOTICE INVITING E-EOI

EOI No. IWAI/GHY/PPP/BUILDING/2022-23.

Online bids are invited from reputed contractors for the work of “CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE”. The Details of NIT: - Date of Sale of EOI from 1.4.2022 to 14.5.2022; Last date of submission is up to 15:00 hours on 17.5.2022. Date of opening: - 18.5.2022 at 15:00 hours. Cost of EOI document is Rs.1000/-. For other terms & conditions may refer to IWAI website www.iwai.nic.in and <https://eprocure.gov.in/eprocure/app>

Director, Guwahati

(For publication in Website)

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NOTICE INVITING E-EOI

a) Introduction:-

Inland Waterways Authority of India (IWAI) invites online EOIs / Bids from the **reputed and registered Contractors / Companies / Firms** for execution of “CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE”.

b) Critical Data sheet:-

Interested parties may download the EOI document online from the site <https://eprocure.gov.in/eprocure/appand> & IWAI's website “www.iwai.nic.in” and pay INR 1000/- (Rupees One Thousand only) + GST as the cost of EOI Document through RTGS in favour of 'IWAI Fund Plan' in **Bank Account number: 4589001800000074** at Guwahati in Nationalised / scheduled bank for online submission of the bids. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting the EOI Fee on submission of documents to the extent as per the Government of India rules.

EOI NO.	IWAI/GHY/PPP/BUILDING/2022-23
Name of Work	“CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE”.
Document Download Start Date	1.4.2022
Pre-bid meeting	13.4.2022 at 1500 hrs
Date of submission of pre-bid queries, no query will be entertained after this date.	20.4.2022
Bid Submission Last Date	17.5.2022 at 1500 hrs
Bid Opening Date	18.5.2022 at 1500 hrs
Cost of EOI Document	INR 1000/- + GST (Non refundable)
Solvency / Net Worth	40% / 100%

c) **Estimated Cost of the project and other details are as under:-**

Sl. No	Project	Estimated building area for construction (approx.) (Sq.F)	Estimated Costs (Rs. In crores)
1.	"CONSTRUCTION AT LAND PREMISES IN IWAI FANCY BAZAAR UNDER PPP MODE". (Incl. Furnishing work)	52,000 [23,183 x 2.25 Floor Space Index (FSI)]	28.60
2.	"CONSTRUCTION AT LAND PREMISES IN IWAI DIBRUGARH UNDER PPP MODE". (Incl. Furnishing work)	21,000	12.00
3.	"CONSTRUCTION AT LAND PREMISES IN IWAI UJAN BAZAR UNDER PPP MODE". (Incl. Furnishing work)	20,605	11.50
4.	"CONSTRUCTION AT ADDITIONAL IWAI PANDU (Plot – A) LAND PREMISES (near Temple) UNDER PPP MODE". (Incl. Furnishing work)	24,111	13.26
Total =			Rs. 65.36
Say Rs. 65.36 crores (Rupees Sixty five crores thirty six lakhs)			

d) **Scope of the work:-**

"CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE". The detailed scope of work is described in this EOI document. The bidders may submit for all schedules or any of the schedules. The Solvency, Qualification criteria etc. shall be applicable accordingly. The bidder may show their interest for one (or) more IWAI land premises for execution of construction work.

e) **Method of Selection: -**

Bidders shall be selected according to the eligibility qualification mentioned in the EOI document.

f) **Clarifications:-**

Clarification / Query if any on the EOI document shall be obtained from the following address:

The Director

Inland Waterways Authority of India

Pandu Port Complex, Pandu, Guwahati – 781 012, Assam

Telephone No: 0361-2676925, 2676929, 2570099

Email: - dirguw.iwai@nic.in Web Site:- www.iwai.nic.in

g) IWAI reserves the right to accept or reject any or all EOIs without signing any reason and no correspondence shall be entertained in this regard.

Director
IWAI, Guwahati

INSTRUCTIONS TO THE BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.

1.3 Definitions: -

Term	Meaning
Applicant	means and includes a Firm, Consortium, Lead Member
Authority	Inland Waterways Authority of India
Authorized representative / signatory	shall mean the person who is duly authorized by the Firm in its EOI submission to sign on the Expression of Interest. This designated person shall be authorized to perform all the tasks including, but not limited to providing information, responding to enquiries, entering into commitments on behalf of the firm
Consortium	means the Applicant may be a group of Firms / entities
Consultants	shall mean Consultants to IWAI assisting in Guwahati or any other consultant engaged by IWAI
EOI	means the submission or application made by the Applicants in response to this EOI Document;

Term	Meaning
EOI process	means the entire process from issue of EOI document to the finalization of the concept
EOI Submission Due Date	means the date and time before which the EOI / Expression of Interest Submission should be submitted by Applicants to IWAI
Firm	a company validly incorporated and subsisting under the rules applicable to companies in the jurisdiction of its incorporation as on EOI Submission Due Date
Gol	Government of India
IWAI	Inland Waterways Authority of India
Project	Constructions at land premises in IWAI Fancy Bazaar, IWAI Dibrugarh, IWAI Ujan Bazar and at additional IWAI Pandu (Plot – A) land premises (near temple) under PPP mode
RFQ stage	means and includes the next stage (Request for Qualification) of the bidding process, after the EOI process

1.4 Purpose of EOI

- 1.4.1 The purpose of this Expression of Interest (EOI) is to shortlist reputed and registered Contractors / Companies / Firms for execution of “*CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE*”. The objective of the document is to provide indicative information on the construction project and the scope of work for this project. The detailed scope of work, terms and conditions and parameters for selection will be provided in the Request for Proposal (RFP). RFP will be provided to only those firms who have cleared all document verification and shortlisted as per the pre-qualifying criteria provided in this EOI. The bidder may show their interest for one (or) more IWAI land premises for execution of construction work.

1.5 **Scope of work: -**

A. **IWAI Fancy Bazar (Annexure – 1)**

- i. Supplying the idea, methodology and financial sharing under PPP Mode.
- ii. Soil investigation / testing.
- iii. Design and Drawing of land area for construction of building.
- iv. Design and Drawing proof checking / vetting from reputed institute.
- v. Preparation of Architectural drawing
- vi. Preparation of layouts
- vii. Preparation of activity schedule / CPM PERT charts.
- viii. Third party project monitoring / quality control team.
- ix. Construction of Building as per approved drawing of GMDA.
- x. Interior design and furnishing the building.
- xi. Proposal for Public Private Partnership (PPP) including financial aspects.
- xii. Statutory permissions / clearances / approvals, such as: -
 - a. Fire fighting
 - b. Environmental
 - c. Guwahati Metropolitan Development Authority permissions.
 - d. Water Supply & Sanitation permissions etc.
- xiii. Operation and Maintenance.
- xiv. Any other aspects relevant for the construction of building.

B. IWAI Dibrugarh (Annexure – 2)

- i. Supplying the idea, methodology and financial sharing under PPP Mode.
- ii. Soil investigation / testing.
- iii. Design and Drawing of land area for construction of building.
- iv. Design and Drawing proof checking / vetting from reputed institute.
- v. Preparation of Architectural drawing
- vi. Preparation of layouts
- vii. Preparation of activity schedule / CPM PERT charts.
- viii. Third party project monitoring / quality control team.
- ix. Construction of Building as per approved drawing of DMB.
- x. Interior design and furnishing the building.
- xi. Proposal for Public Private Partnership (PPP) including financial aspects.
- xii. Statutory permissions / clearances / approvals, such as: -
 - a. Fire fighting
 - b. Environmental
 - c. Dibrugarh Municipality Board permissions.
 - d. Water Supply & Sanitation permissions etc.
- xiii. Operation and Maintenance.
- xiv. Any other aspects relevant for the construction of building.

C. IWAI Ujan Bazar (Annexure – 3)

- i. Supplying the idea, methodology and financial sharing under PPP Mode.
- ii. Soil investigation / testing.
- iii. Design and Drawing of land area for construction of building.
- iv. Design and Drawing proof checking / vetting from reputed institute.
- v. Preparation of Architectural drawing
- vi. Preparation of layouts
- vii. Preparation of activity schedule / CPM PERT charts.
- viii. Third party project monitoring / quality control team.
- ix. Construction of Building as per approved drawing of GMDA.
- x. Interior design and furnishing the building.
- xi. Proposal for Public Private Partnership (PPP) including financial aspects.
- xii. Statutory permissions / clearances / approvals, such as: -
 - a. Fire fighting
 - b. Environmental
 - c. Guwahati Metropolitan Development Authority permissions.
 - d. Water Supply & Sanitation permissions etc.
- xiii. Operation and Maintenance.
- xiv. Any other aspects relevant for the construction of building.

D. Additional IWAI Pandu (Plot – A) Land Premises (near Temple) (Annexure – 4)

- i. Supplying the idea, methodology and financial sharing under PPP Mode.
- ii. Soil investigation / testing.
- iii. Design and Drawing of land area for construction of building.
- iv. Design and Drawing proof checking / vetting from reputed institute.
- v. Preparation of Architectural drawing
- vi. Preparation of layouts
- vii. Preparation of activity schedule / CPM PERT charts.
- viii. Third party project monitoring / quality control team.
- ix. Construction of Building as per approved drawing of GMDA.
- x. Interior design and furnishing the building.
- xi. Proposal for Public Private Partnership (PPP) including financial aspects.
- xii. Statutory permissions / clearances / approvals, such as: -
 - a. Fire fighting
 - b. Environmental
 - c. Guwahati Metropolitan Development Authority permissions.
 - d. Water Supply & Sanitation permissions etc.
- xiii. Operation and Maintenance.
- xiv. Any other aspects relevant for the construction of building.

2. Instructions to Bidders

2.1 EOI Document

As this EOI document shall be following the e-tendering process, the bidders may download the EOI bid document from www.eprocure.gov.in. No physical copy of the EOI document would be made available. The bidder may show their interest for one (or) more IWAI land premises for execution of construction work.

2.2 Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.
- ii. The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of its EOI Proposal.

2.3 EOI Proposal Preparation Costs & related issues

- i. The bidder is responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / presentations, and preparation of EOI along with providing any additional information required by IWAI to facilitate the evaluation process.
- ii. IWAI will in no case be responsible or liable for those costs, regardless of the conduct (or) outcome of the bidding process.
- iii. This EOI does not commit IWAI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- iv. All materials submitted by the bidder will become the property of IWAI and may be returned completely at its sole discretion.

2.4 Pre-Bid Meeting

- i. IWAI shall hold a pre-bid meeting with the prospective bidders on 13.4.2022, 1500 hrs. at

The Director

Inland Waterways Authority of India

Pandu Port Complex, Pandu, Guwahati – 781 012, Assam

Telephone No: 0361-2676925, 2676929, 2570099

Email: - dirguw.iwai@nic.in Web Site:- www.iwai.nic.in

- ii. All queries to be raised in the pre-bid meeting will relate to the EOI alone and no queries related to detailed analysis of Scope of work, payment terms and mode of selection will be entertained. These issues will be amply clarified at the RFP stage.

3 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. The Nodal Officer notified by IWAI will endeavor to provide timely response to all queries. However, IWAI makes no representation (or) warranty as to the completeness(or) accuracy of any response made in good faith.
- ii. At any time prior to the last date for receipt of bids, IWAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.eprocure.gov.in and emailed to all participants of the pre-bid conference.
- iv. Any such corrigendum shall be deemed to be incorporated into this EOI.
- v. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, IWAI may, at its discretion, extend the last date for the receipt of EOI Bids.

3.1 Right to Terminate the Process

- i. IWAI may terminate the EOI process at any time and without assigning any reason. IWAI makes no commitments, express or implied that this process will result in a business transaction with anyone.
- ii. This EOI does not constitute an offer by IWAI. The bidder's participation in this process may result in IWAI short listing the bidder to submit a complete technical and financial response at a later date.

3.2 Submission of Responses: The bids shall be submitted online using single envelope methodology. The online bids shall contain documents of bidders satisfying the eligibility / Technical conditions requirements.

3.2.1.1 Bids shall consist of supporting proofs and documents as defined in the Pre-qualification section

3.2.1.2 Bidder shall submit all the required documents as mentioned in the Appendix. It should be ensured that various formats mentioned in this EOI should be adhered to and no changes in the format shall be done.

The document should be page numbered, must contain the list of contents with page numbers and shall be initialed by the Authorized Representative of the bidder. EOI document submitted by the bidder should be concise and contain only relevant information as required under this EOI. Bids must be submitted online by the bidder not later than the specified date and time indicated in the covering letter of this EOI.

3.3 **Late Bids:** No bids shall be accepted online by the online portal after the specified deadline for submission of bids prescribed by IWAI.

3.4 Special Instructions to Bidders for e-Tendering

E-Tendering is a new methodology for conducting public procurement in a transparent and secured manner. Suppliers / Vendors will be biggest beneficiaries of this new system of procurement. For conducting electronic tendering, IWAI has decided to use the portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined in the home page of the portal.

3.5 Broad Outline of activities from Bidders prospective for e-Tendering

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Central Public Procurement Portal (CPPP)
- c. Create Users and assign roles on CPPP
- d. View EOI notice on CPP
- e. Download Official Copy of the EOI Document from CPPP
- f. Bid Submission on CPPP
 - i. Due care to taken to scan documents so that total size of the documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

- ii. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of the file. Only underscores are allowed.
- iii. It is advised that all documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

3.6 Digital Certificates – For integrity of data and its authenticity/non-repudiation of electronic records, and for compliance with IT Act 2000, it is necessary for each user to have a Digital Certificate also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

3.7 Registration – To use the Central Public Procurement Portal (<https://www.eprocure.gov.in>). Vendors need to register on this portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and go to the e-procure link and then select Bidders Manual Kit.

Note: Please contact NIC helpdesk (as given below), to get your registration accepted / activated

NIC Helpdesk	
Telephone Number	0120-4200462, 0120-4001002
Email Id	support-eproc[at]nic[dot]in

3.8 Key Instructions for Bidders

- a. Bidders must obtain Digital Signing Certificates well in advance of their EOI submission deadline on CPPP.
- b. Bidders are to register their organizations on CPPP well in advance.
- c. Get your organizations concerned executives trained on CPPP using online training module well in advance.
- d. Submit your bids well in advance of tender submission deadline on CPPP. IWAI would not be responsible for any breakdown / non-responsiveness of the portal or internet connectivity issues.

3.9 EOI Submission Format

- i. The entire EOI proposal shall be strictly as per the format specified in this Invitation for Expression of Interest and any deviation may result in the rejection of the EOI proposal. The scanned copies of the documents or pdf versions only need to be uploaded on the CPP portal.

- ii. The scanned versions of the documents or pdf versions of the documents needed to be uploaded on CPP portal are given in the Data Sheet

3.10 Deadline for Online Submission

- a. Last Date and Time of Online Submission of EOI bid 17.4.2022, 1500 hrs.
- b. Any EOI received by IWAI after the above deadline shall be rejected and returned unopened to the Bidder.
- c. IWAI reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

3.11 Date and Place of Opening of Bids, Online Opening of EOI Bids shall be at IWAI, Guwahati Office: - At 1500 hrs. on 18.5.2022.

3.12 The validity of the bids shall be 180 days from the date of opening of bids.

3.13 Bids by Joint venture / consortium

- a. The Joint Venture / consortium can be entered between two or more firms and limited to maximum three firms.
- b. The lead member shall be a legal Entity and should have at least 51% share of participation in a JV / Consortium.
- c. In case the Bidder is a JV of two members, then the minimum share of the Lead member shall be at least 51% and the minimum share of the 2nd member shall be 29%, with a total share of all the JV / Consortium members being 100%. In case the Bidder is a JV / Consortium of three members, then the minimum share of the Lead Member shall be at least 51%, minimum share of the 2nd member shall be 29% and minimum share of the 3rd member shall be 15%, with a total share of all the JV / Consortium members being 100%. However, JV / Consortium will have to be registered under the provisions of Company Act 2013.
- d. There shall be a Joint Venture Agreement / Memorandum of Understanding specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. A copy of the Joint Venture Agreement / MOU in accordance with requirements mentioned shall be submitted along with the bid. The Bidder has to submit documentary proof of "intent of forming JV / consortium" on INR 100 /- registered stamp paper at the time of submission of bid. The bidder is required to submit the Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

- Name of the Lead Partner

- Clearly mentioned Percentage share of JV / Consortium members adhering to mentioned above.
- All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

However, successful bidder is required to submit proof of registration of JV / consortium after issue of Letter of Intent and before signing of agreement. The members of JV / Consortium shall incorporate a special purpose vehicle as Contractor under the provisions of Companies Act, 2013, to execute the Project, if awarded to the JV / Consortium.

- e. Lead partner's authorization shall be evidenced by submitting a power of attorney, duly registered, signed by the legally authorized signatories of all the partners / members of JV / Consortium.
- f. The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- g. In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture / consortium, the partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the most experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- h. Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause above, all the partners of the Joint Venture / consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.
- i. Lead member should have stake in the Joint Venture / consortium as stipulated above of Instruction to Bidder (ITB).

3.14 Place of Opening of EOI Bids

IWAI has adopted e – tendering process which offers facility for attending by the representative (or) as well as authorized representatives of bidders at IWAI, Guwahati office during EOI opening.

3.15 Short Listing Criteria

- a. IWAI will shortlist bidders who meet the PRE - QUALIFICATION CRITERIA mentioned in this Invitation to Expression of Interest.
- b. Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of its EOI Proposal.

3.16 Evaluation Process

- a. IWAI will constitute a Technical Evaluation Committee to evaluate the responses and presentations of the bidders.
- b. The Technical Evaluation Committee constituted by IWAI shall evaluate the responses to the EOI based on support documents and documentary evidence. Inability to submit requisite supporting documents would lead to rejection of EOI. Each of the responses shall be evaluated to validate compliance of bidders according to the Forms and the supporting documents specified in this document.
- c. The Technical Evaluation Committee may seek clarification in writing to the bidders through IWAI to evaluate suitability of the bidder for the assignment.
- d. The decision of IWAI in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. IWAI reserves the right to reject any or all proposals.

3.17 Pre-qualification Criteria: -

Sl. No.	Basic Requirements	Specific Requirements	Documents required
(a)	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years.	Certificates of incorporation and Registration certificates

(b)	Annual Sales Turnover	Annual Sales Turnover during each of the last three financial years (as per the last published Balance sheets), should be at least 100% of total estimated costs	Certificate from the statutory auditor (or) Certificate signed by the Company Secretary, along with the Balance Sheets of the last three financial years which are available publicly
(c)	Net Worth	Net Worth during each of the last three financial years should be positive	
(d)	Technical Capability	Must have successfully completed one of the following project preferably under PPP mode covering the entire life cycle of implementation: i. One Project costing not less than 80% of the estimated cost of the project ii. Two Projects each costing not less than 50% of the estimated cost of the project iii. Three Projects each costing not less than 40% of the estimated cost of the project	As mentioned in the Data sheet
(e)	Blacklisting	The Bidder should not be blacklisted by Central / State Government or any undertaking / institution under government control in India.	

4. DATA SHEET

CLAUSE NO. OF DATA SHEET	PARTICULARS	DESCRIPTION
1.	Employer	The Chairman, Head Office, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida – 201 301
2.	Name of the Assignment/job is	EOI for “CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE” (including Furnishing works)
3.	Method of Selection	The most qualified EOI bidder shall be chosen for the work
4.	Date & time and address for submission of Bid	Date: Latest by 17.5.2022 Time: Latest by 1500 hrs (IST) Address: online submission The Director, Guwahati, Inland Waterways Authority of India

CLAUSE NO. OF DATA SHEET	PARTICULARS	DESCRIPTION
		(IWAI), Pandu Port Complex, Pandu, Guwahati – 781 012, Assam
5.	A pre-Bid meeting will be held on	Date: 13.4.2022 Time: 1500 hrs Venue: Inland Waterways Authority of India (IWAI), Pandu Port Complex, Pandu, Guwahati – 781 012, Assam
6.	Last date for seeking clarifications	Date: 20.4.2022 Email Id: dirguw.iwai@nic.in
7.	EMD	NIL
8.	EOI Fee	INR 1000/- EOI fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account Name of Bank Account: IWAI Fund Plan Bank Name and Address: Punjab National Bank Maligaon Bank Account number: 4589001800000074 IFSC: PUNB0458900
9.	Estimated Cost	INR 65.36 Crores (For RFP document at 2 nd Stage)
10.	Bank Solvency	40% of the estimated cost of this work
11.	Average Annual Turnover	100% of the estimated cost of this work
12.	Bid Validity	180 days from the last date of Bid Submission
13.	Similar Works	As defined in the EOI document
14.	JV / consortium allowed	Yes
15.	Estimated number of Key Personnel Required	As per Form 4E
16.	The formats for the Technical Bid	FORM 4A: Form of EOI
		FORM 4B: Eligible Projects
		FORM 4C: Average Annual Turnover
		FORM 4D: Power of Attorney (for authorized representative of the bidder)

CLAUSE NO. OF DATA SHEET	PARTICULARS	DESCRIPTION
		FORM 4E: List of Key Personnel FORM 4F: Joint bidding Agreement FORM 4G: Bidders Information Form FORM 4H: List of the equipment etc. proposed and assessment of the Construction capacity & deployment schedule FORM 4I: Format for pre-bid queries FORM 4J: Power of Attorney for Lead Member of JV / Consortium FORM 4K: Statement of Legal Capacity
17.	Bid Opening date	Date: 18.5.2022 at 1500 hrs
18	Location of Assignment	IWAI Land in Fancy Bazar, Dibrugarh IWAI Compound, IWAI Ujan Bazar and at additional IWAI land premises (near temple) at Pandu
19.	Mobilization Time	6 weeks from the date of issue of Letter of Award (For RFP document at 2 nd Stage)
20.	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
21.	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.6.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

FORM 4A: FORM OF EOI

To

The Director
Inland Waterways Authority of India
Pandur Port Complex, Pandu,
Guwahati – 781012 (Assam)

Sub: EOI for “CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE”.

Sir,

1. Having visited the site and examined the information and instructions for submission of EOI, general conditions of contract, SCC, Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I / We(*Name of Bidder*) hereby EOI for execution of the works referred to in the EOI document in conformity with the said Conditions of Contract, SCC, Schedule of quantities for the sum as stated in Bill of quantities of this EOI document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I am Expressing my Interest for the works mentioned in the table below and submitting the EOI fee through RTGS / NEFT/ BG in favour of IWAI Fund Plan payable at Guwahati in Nationalised / scheduled bank as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EOI Fee (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	
1					
2					

3. I / We agree to abide by this EOI. I / We agree to keep the EOI open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
4. I / We agree, if I / we fail to keep the validity of the EOI open as aforesaid or I / we make any modifications in the terms and conditions of my/ our EOI if I / We fail to commence the execution of the works as above, I / We shall become liable for forfeiture of my/ our EOI Fee.

5. If this EOI is accepted, I / We undertake to submit RFP document. If my / our EOI is accepted, I / We am / are to be jointly and severally responsible for the due performance of the Contract. **I / We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.** Any such discovery by IWAI at any stage of the EOI / contract may result in disqualification of the firm or cancelation of the contract.
6. I / We certify that the EOI submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the EOI document, and it is further certified that it does not contain any deviation to the aforesaid documents.
7. I / We have downloaded / obtained the EOI document(s) for the above mentioned EOI / Work from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> per your advertisement, given in the above mentioned website(s).
8. I / We hereby certify that I / we have read the entire Terms and Conditions of the EOI documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .) which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
9. The minutes of the pre-bid meeting(if any) and / or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
10. I / We hereby unconditionally accept the EOI conditions of above mentioned EOI document(s) /minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

Date

Signature

Name

Designation

Duly authorized to sign & submit EOI for an on behalf of

(Name and address of firm)

M/s

Telephone no's.....

FORM 4B: ELIGIBLE PROJECTS

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]

“Similar Works” would mean “Construction of Multi storey Buildings, Ports & Inland Waterways preferably under PPP mode”.

Sl. No.	Client Name, Name of work & location of project	Contract Value in INR	Construction Quantity in Cum	Date of start of work	Scheduled completion date	Actual completion date	Details of Construction work	Remarks
		Financial value of similar work satisfactorily completed	Physical Qty. of similar work satisfactorily completed					

Firm's Name :

Authorized Signature:

Notes:

- For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**. Against the Contract of works having several components other than Construction, only the relevant Construction component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

2. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this EOI is invited.
3. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
4. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
5. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER

Sl. No.	Financial Years	Average Annual Turnover of Bidder (INR) in Last Three Years
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
Average Annual Turnover		<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

This is to certify that..... *[Name of the Firm] [Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

- In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
- This Form shall be submitted on the letter head of the CA / Statutory Auditor

FORM 4D: POWER OF ATTORNEY

(For authorized representative of the bidder)

(To be executed on Non - Judicial Stamp Paper of INR 100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms.son / daughter / wife and presently residing at who is presently employed with / retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, 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 "**CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE**". The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer 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 till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, Name, Designation and Address)

Witnesses:

- 1.....
- 2.

Accepted

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

Notes:

1. *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.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other 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.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM 4E: LIST OF KEY PERSONNEL

Sr. No.	Position / Role	No.
1		
2		
3		
4		
5		
6		
7		
8		
9		

Notes:

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the EOI Document. It may be noted, that the key personnel proposed and the number of personnel required must also meet the criteria as stipulated in Inland Vessel Act 1917
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from Engineer-in-charge.

FORM 4F: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... a business entity registered underwith latest enactment (if any)} 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)

,

2. {....., a business entity registered under with latest enactment (if any)} 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. {..... a business entity registered underwith latest enactment (if any)} 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 & THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated (The “**EOI Document**” for “*CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE*” (the “**Work**”)
- (B) The Parties have read and understood the EOI Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the EOI document and other EOI documents in respect of the Project, and
- (C) It is a necessary condition under the EOI document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. JV / Consortium

2.1 The Parties do hereby irrevocably constitute a JV / 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 JV / Consortium and not individually and/ or through any other JV / 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 JV / Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

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 JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the EOI for “**The Work**” when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the EOI for “**The Work**”.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the EOI Documents and such other agreements / Contracts / Work Orders as may be executed from

time to time between the Authority and the JV / Consortium's Special Purpose Company.

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 EOI and the EOI for “**The Work**”, till such time as prescribed in accordance with the EOI for “**The Work**”.

6. Shareholding

6.1 The Lead Member of such Preferred Bidder JV / Consortium shall at all time during the License Period hold equity equivalent to(as per the EOI document) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this EOI shall hold(as per the EOI document) equity in the subscribed and paid up capital contractor during the License Period.

6.2 The parties undertake that in case of award, they would be registering themselves as SPV under Companies Act 2013 with same name, name & style as per this agreement and abide by it.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the EOI for “**The Work**”.

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the 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.
- (e) Such Party has read and understood the EOI Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the EOI for “**The Work**” is achieved under and in accordance with the EOI for “**The Work**” in case the Project is awarded to the JV / Consortium. However, in case the JV / 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 Joint Bidding Agreement shall be governed by laws of India.

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

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and registered in the jurisdiction where the Power of Attorney has been executed.*

FORM 4G: BIDDERS INFORMATION FORM

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number / town or city / country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street / number / town or city / country]</i> Telephone/Fax numbers: <i>[insert telephone / fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and / or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note: This Form shall be supplied with Identity proof of the authorized representative

FORM 4H: LIST OF THE EQUIPMENT, ETC.

(Proposed and assessment of the Construction capacity & deployment schedule)

SL. No	Name of craft equipment / Land equipment proposed (with registration wherever applicable)	Technical details i.e type, size, machineries including registration & survey certificates, year of procurement, details of pipelines & their availability etc.	Whether owned or to be Hired / procured	Remarks (Additional relevant information)

* To be mentioned whether the assessment on the output to be achieved on one shift or two shift and duration of each shift:-

Note:

1. If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form
2. In case of hired equipments, the consent letter from the owner of the equipment is to be appended along with registration certificates and year of procurement for the proposed machinery.
3. In case of equipment to be procured, status of timelines of procurement to be included.
4. If required, separate / additional sheets can be used.

(Signature of authorized representative)

FORM 4I: FORMAT FOR PRE – BID QUERIES BY BIDDERS
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

Sl. No.	Section No. Clause, Sub Clause No and Page No.	EOI clause	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4J: Power of Attorney for Lead Member of JV / Consortium

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly registered. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and registered in the jurisdiction where the undertaking is being issued.)

Whereas the Inland Waterways Authority of India (the "Authority") has invited Bids from interested parties for the "CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE" and Whereas,and(collectively the "JV / Consortium") being Members of the JV / Consortium are interested in bidding for the Project in accordance with the terms and conditions of the EOI document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / 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, andhaving our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV / Consortium and any one of us during the bidding process and, in the event the JV / 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 JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV / Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, 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 JV / Consortium and generally to represent the JV / 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 JV / Consortium's Bid for the "CONSTRUCTIONS AT IWAI LAND PREMISES IN ASSAM UNDER PPP MODE". 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 and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS DAY OF 2018

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

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

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

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the JV / 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 executants 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 board or shareholders' resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.*

FORM 4K: STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

The Director
Inland Waterways Authority of India
Pandu Port Complex,
Pandu, Guwahati-781012 (Assam)

Dear Sir,

We hereby confirm that we / our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the EOI document.

We have agreed that *(insert member's name)* will act as the Lead Member of our JV / Consortium .*

We have agreed that *(insert individual's name)* will act as our representative / will act as the representative of the consortium on its behalf* and has been duly authorized to submit the EOI document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the Lead Member / Authorised Signatory shall be legally binding on the Consortium.

Thanking you,

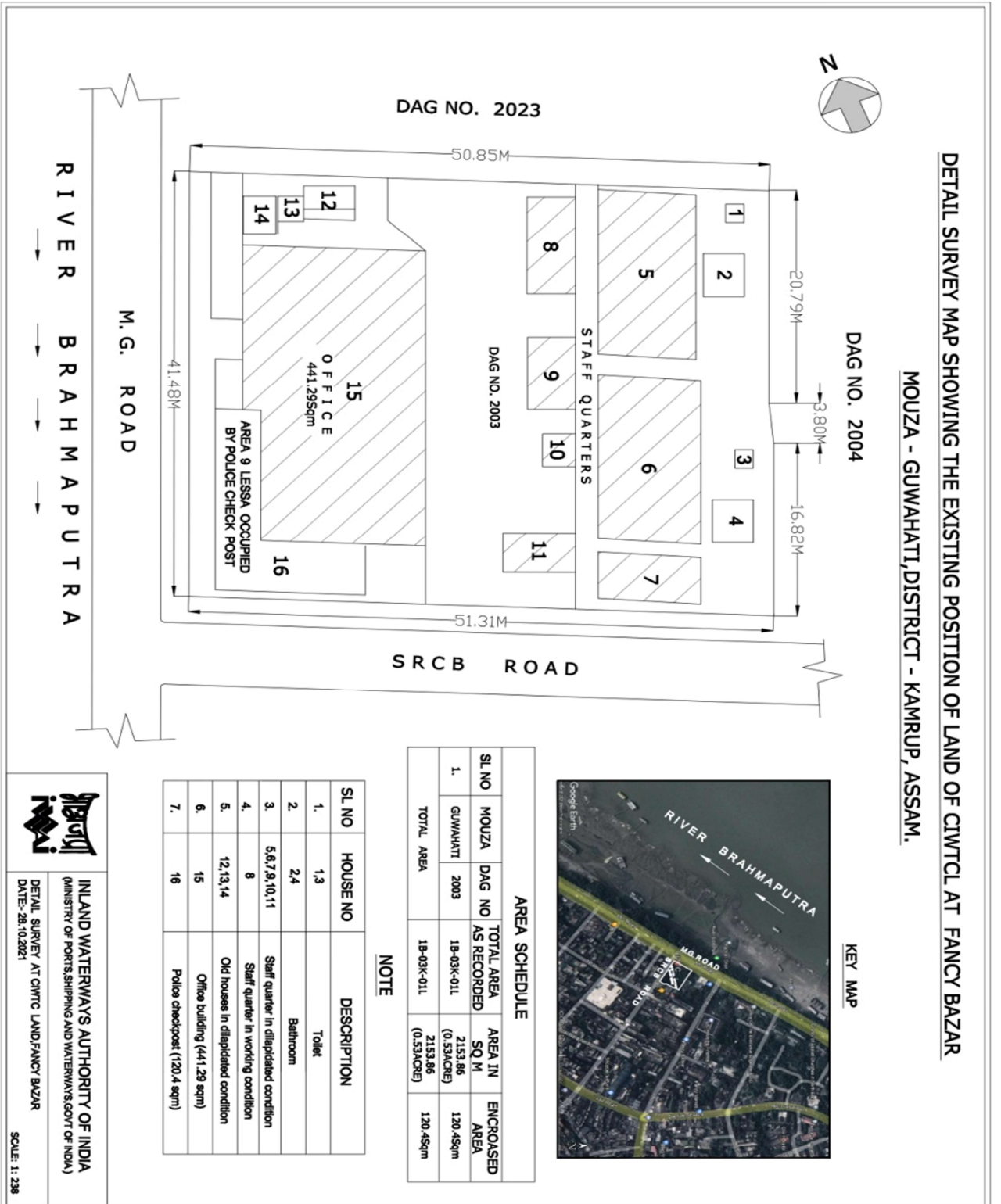
Yours faithfully,

(Signature, name and designation of the authorised signatory)

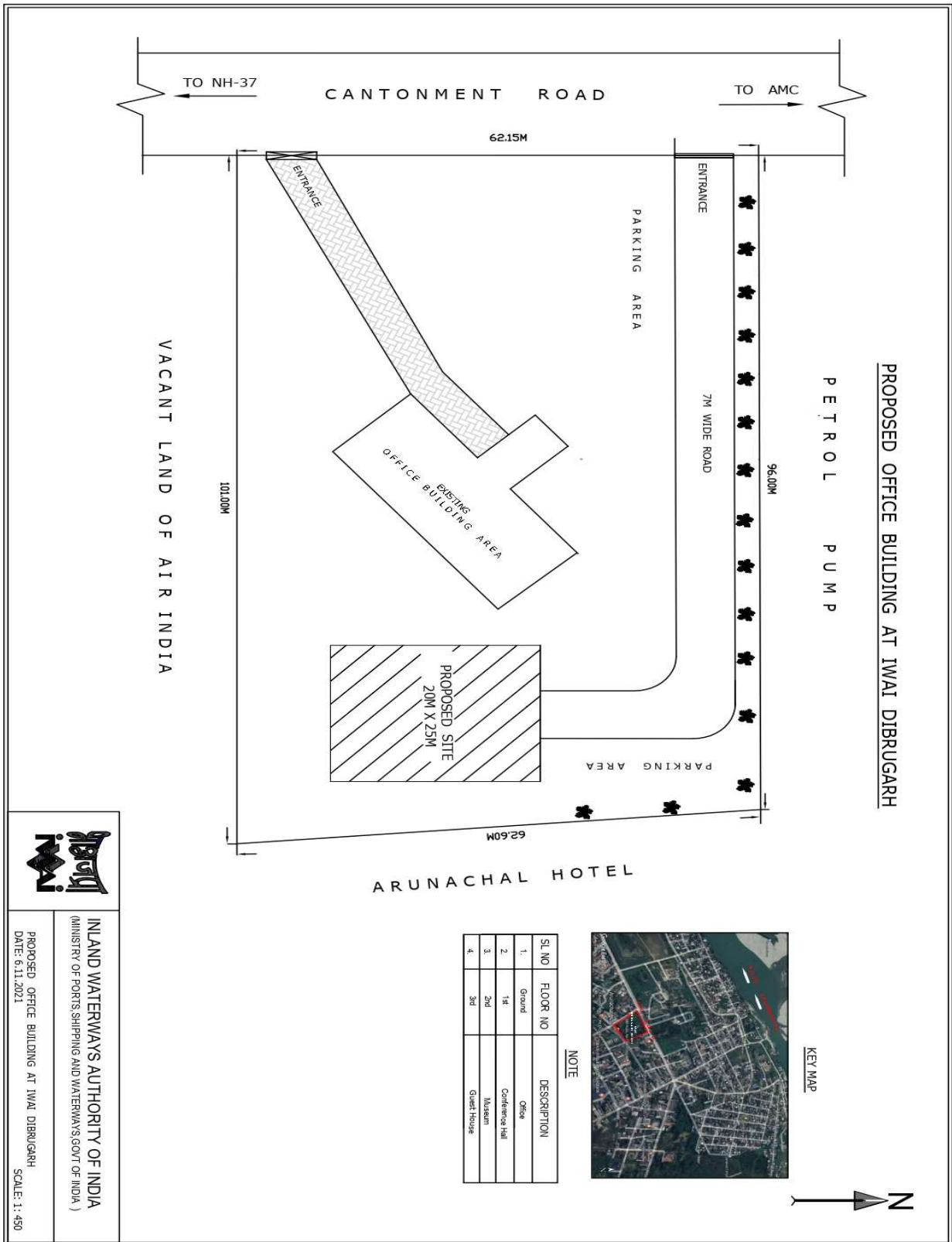
For and on behalf of.....

**Please strike out whichever is not applicable.*

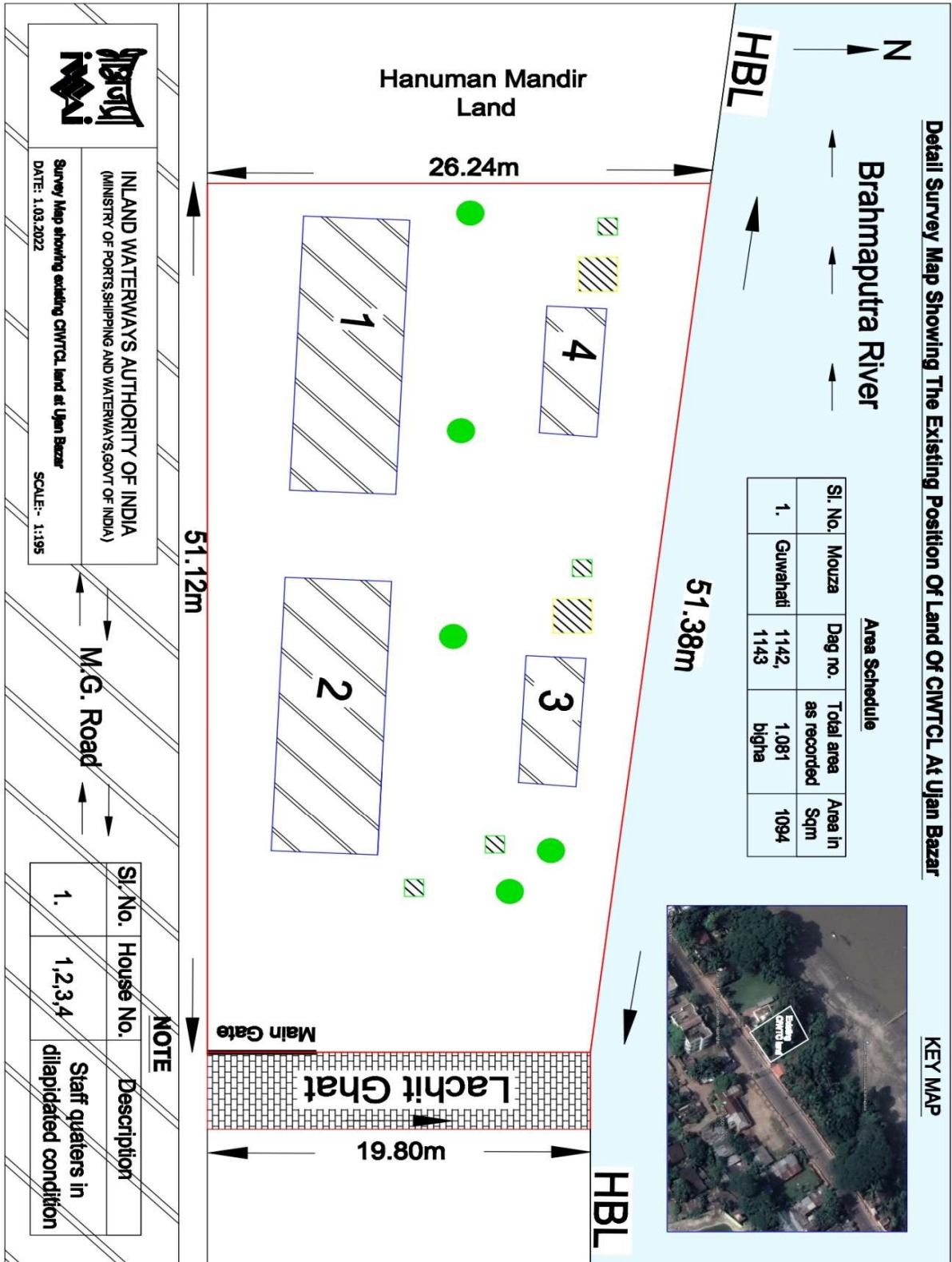
Annexure – 1: IWAI Land at Fancy Bazar



Annexure – 2: Proposed Office building at IWAI Dibrugarh



Annexure – 3: IWAI Ujan Bazar



Annexure – 4: Additional IWAI Pandu (Plot A) land premises (near Temple)

