

Global Request for Qualification
for
Operation, Management and
Development of
Multimodal Terminal
at Sahibganj, Jharkhand

IWAI/NW-1/OMDA/RFQ/03

Inland Waterways Authority of India

12 November 2020

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GLOSSARY

Applicant	As defined in Article 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Article 1.1.8
Appointed Date	As defined in Article 1.3
Associate	As defined in Article 2.2.8
Authority	As defined in Article 1.1.1
Bids	As defined in Article 1.2.6
Bid Due Date	As defined in Article 1.2.6
Bid Parameter	As defined in Article 1.2.8
Bid Security	As defined in Article 1.2.7
Bidding Documents	As defined in Article 1.2.6
Bidders	As defined in Article 1.1.4
Bidding Process	As defined in Article 1.2.1
Bid Stage	As defined in Article 1.1.4
COD	As defined in Article 1.2.12
Concessionaire	As defined in Article 1.1.2
Concession Agreement	As defined in Article 1.1.5
Conflict of Interest	As defined in Article 2.2.1(c)
Consortium	As defined in Article 2.2.1(a)
Document Fee	As defined in Article 1.2.2(a)
Eligible Projects	As defined in Article 3
Financial Capacity	As defined in Article 2.2.2 (b)
Highest Bidder	As defined in Article 1.2.8
INR	Indian Rupee
Joint Bidding Agreement	As defined in Article 2.2.5 (f)
Lead Member	As defined in Article 2.2.5 (c)
LOA	Letter of Award
Member	Member of a Consortium
MMTPA	Million metric tonnes per annum
MT	As defined in Article 1.2.8
Net Worth	As defined in Article 2.2.3 (d)
O&M	As defined in Article 1.1.2
OMD	As defined in Article 1.1.2
Project	As defined in Article 1.1.2
Qualification	As defined in Article 1.2.1
Qualification Stage	As defined in Article 1.2.1
RFP	As defined in Article 1.1.4
RFQ	As defined in the Disclaimer
Royalty	As defined in Article 1.2.8
Selected Bidder	As defined in Article 1.1.4
SPV	As defined in Article 2.2.5
Subject Person	As defined in Article 2.2.1 (c)
Technical Capacity	As defined in Article 2.2.2 (a)
TEUs	As defined in Article 2.2.2 (a)

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

DISCLAIMER

The information contained in this Request for Qualification document (“**RFQ**”) or subsequently provided to Applicants, whether verbal or documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to the Applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to short-list pre-qualified Applications for Bid Stage or to appoint the Selected Bidder or the Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

1. INTRODUCTION

1.1 Background

1.1.1 The Inland Waterways Authority of India (“**Authority**”) is engaged in the development of Multimodal Terminal (“**Terminal**”) located at Sahibganj in the state of Jharkhand. The total project cost (“**Total Project Cost**”) of the Terminal is approximately INR 376 crore (INR Three hundred and seventy six crore), apart from which the Authority has already invested approximately INR 280 crore (INR Two hundred and eighty crore only) and is expected to invest approximately INR 148 crore (INR One hundred and forty-eight crore only) on railway connectivity.

1.1.2 The Authority has decided to engage an entity (“**Concessionaire**”) for operation, management and development of the Terminal on ‘ Operation, Management and Development’ (“**OMD**”) basis (“**Project**”). The Concessionaire shall also undertake Operation and Management (**O&M**) of the proposed Ro-Ro terminal at the Terminal.

1.1.3 The Authority has decided to carry out an international competitive bidding process for selection of the Concessionaire.

1.1.4 A brief description of the project may be seen in the Annexure XI of this RFQ. The Authority intends to qualify Applicants (“**Bidders**”) who will be eligible for participation in the Bid Stage (“**Bid Stage**”). The Bid Stage shall involve a competitive bidding process in accordance with the procedure set out in the Request for Proposal (“**RFP**”) that shall be shared with the Bidders. Pursuant to the Bid Stage, the Authority shall select a suitable private entity who shall be declared as the selected Bidder (“**Selected Bidder**”).

1.1.5 The Selected Bidder shall be required to incorporate an SPV under the Companies Act, 2013 and shall be responsible for the Project as per the provisions of all applicable laws including but not limited to the National Waterways Act, 2016 or any subsequent enactment on the subject and in accordance with the provisions of operation, management and development agreement (“**Concession Agreement**”) to be entered into between the Authority and the Concessionaire in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.6 The details of the Terminal are set out in the Detailed Project Report (“**DPR**”) and would be provided along with the RFP to the qualified applicants.

1.1.7 The scope of work is as per below

- (a) Terminal: The Concessionaire shall be responsible for OMD of the Terminal
- (b) Ro-Ro terminal: The Concessionaire shall be responsible for O&M of proposed Ro-Ro terminal at the Terminal

1.1.8 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority till the Application Due Date. All Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Article 1.3

for submission of Applications (the “**Application Due Date**”)

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium).

1.2.2 Document Fee

(a) The Applicant along with the application shall pay to the Authority a sum of INR 40,000 (INR Forty thousand only) as the processing fee of the RFQ document (“**Document Fee**”) in the form of a demand draft, issued by a scheduled bank in favour of ‘**IWAI FUND JAL MARG VIKAS** payable at **Noida, Uttar Pradesh, India**.

(b) Any Application not accompanied by the Document Fee shall be summarily rejected by the Authority and treated as non-responsive.

1.2.3 The Government of India has issued guidelines (see Annexure-X) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Annexure-I.

1.2.4 In the Qualification Stage, the Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are qualified by the Authority shall be invited to submit their Bids for the Project in the Bid Stage.

1.2.5 At the end of the Qualification Stage, the Authority would announce a list of qualified applicants, who shall be issued the RFP for the Bid Stage.

1.2.6 In the Bid Stage, the Bidders will be called upon to submit their financial offers (“**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bidding Documents for the Project will be provided to every Bidder on payment of a process fee for the RFP which will be specified by the Authority under the RFP. The Bid shall be valid for a period of not less than 120 (One hundred and twenty) days from the date specified in Article 1.3 for submission of bids (“**Bid Due Date**”).

1.2.7 In the Bid Stage, the Bidder will be required to deposit, along with its Bid, a bid security of INR 3.76 crores (INR Three crore and seventy six lakh only) (“**Bid Security**”), refundable no later than 180 (One hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till he provides a Performance Guarantee under the Concession Agreement. The Bid Security shall be

submitted in the form of a bank guarantee, acceptable to the Authority. The validity period of the Bank Guarantee shall not be less than 180 (One hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and shall be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.8 On the date of ‘Opening of Bids’ as mentioned in Section 1.3, the following would be the sequence of events:

- (a) Bids of all qualified applicants who submit their Bid for OMD of Sahibganj MMT shall be opened.
- (b) The highest bidder amongst the Bids submitted for OMD of Sahibganj MMT shall be identified.

The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the highest bidder in case such highest bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.9 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

1.2.10 The Selected Bidder shall pay a Royalty (“**Royalty**”) in terms of INR per metric ton (“**MT**”) of riverine cargo handled at the Terminal to the Authority (“**Bid Parameter**”). Additionally, the selected bidder shall pay to the Authority an amount equivalent to the quoted Royalty plus a premium of 20% (twenty percent) on quoted Royalty for non-riverine cargo handled at the Terminal. Riverine cargo (“**Riverine Cargo**”) shall mean cargo transported to and/or from the Terminal through waterways. Non-riverine cargo (“**Non-Riverine Cargo**”) shall mean cargo other than Riverine Cargo. Quantity of such cargo will be ascertained as per goods receipt document.

1.2.11 The Project shall be awarded to the Bidder quoting the highest Royalty in INR per MT. The Bid Parameter shall be quoted in 2 decimals, for instance, INR 100.82 per MT. Additional details in relation to the bid process shall be clarified in the Bidding Documents.

1.2.12 The Concession Agreement period shall be for 30 years from the date of start of commercial operations (“**COD**”).

1.2.13 The Concessionaire shall pay Royalty to the Authority for the period commencing from the 4th (fourth) anniversary of the COD till the end of Agreement Period or on termination whichever is earlier.

For avoidance of doubt, it is clarified that Royalty payment on Non-Riverine Cargo with 20% premium shall be payable from COD till the end of Agreement Period.

Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as

to reach the officer designated in Article 2.13.3 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

“RFQ for Operation, Management and Development of Multimodal Terminal at Sahibganj, Jharkhand: Queries”

1.2.14 The pre-bid queries should be submitted in the format specified below. They should be submitted in Microsoft Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to.

S No.	Page No.	Article No.	Text provided in RFQ	Queries with justification (if any)
1.				
2.				

1.3 Schedule of Bidding Process

The schedule of the bidding process is as below. While the Authority shall endeavor to adhere to the schedule, it reserves the right to modify the schedule without providing any reasons thereof:

Qualification Stage		
S No	Event Description	Date
1.	Last date for receiving qualification queries	7 December 2020
2.	Pre-Application conference	14 December 2020
3.	Authority response to pre application queries latest by	21 December 2020
4.	Application Due Date	31 December 2021
5.	Application opening date	01 January 2021
6.	Announcement of qualifying applicants	15 January 2021

Bid Stage		
S No	Event Description	Estimated Date
1.	Release of Bid Documents	1 March 2021
2.	Last date for receiving queries	26 March 2021

3.	Pre-Bid conference	31 March 2021
4.	Authority response to queries latest by	15 April 2021
5.	Bid due date	30 April 2021
6.	Opening of Bids	3 May 2021
7.	Letter of Award (LOA)	17 June 2021
8.	Validity of Bids	120 (One hundred and twenty) days
9.	Signing of Concession Agreement (“ Appointed Date ”)	19 July 2021

1.4 Pre-Application Conference

1.4.1 A pre-application conference of the interested Applicants shall be convened at the designated date, time and place. The date, time and venue of the pre-bid conference shall be:

Date: 14 December 2020

Time: 1500 hrs

Venue: Virtual meeting (Details to be shared through corrigendum on eprocure platform and IWAI website not later than 7 (seven) days prior to the date of pre-application conference)

1.4.2 During the course of the pre-application conference, the Applicants shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarification and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

1.4.3 Address for Correspondence

Any correspondence in relation to submission of Document Fee required under this RFQ shall be addressed to:

Mr. Pravir Pandey, Vice Chairman & Project Director (JMVP)

Inland Waterways Authority of India

Head Office, Project Management Unit – 2nd Floor, A-13, Sector 1, Noida, Uttar Pradesh, - 201301

1.4.4 The queries should be sent to the Authority latest by 7 December 2020. The pre bid queries should be sent to the following email id: vc.iwai@nic.in

2. INSTRUCTIONS TO APPLICANTS

2A. GENERAL

2.1 Scope of Application

2.1.1 The Authority wishes to receive the Applications for Qualification in order to qualify experienced and capable Applicants for the Bid Stage.

2.1.2 The Bidders may be subsequently invited to submit a Bid for the Project, through an RFP to be published by the Authority.

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of the Applicants for their qualification hereunder, the following shall apply:

(a) The Applicant for qualification may be a single entity or a group of entities (“**Consortium**”) coming together to implement the Project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Article 2.2.5 below.

(c) No Applicant shall have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Applicant or its Member (or any constituent thereof) and any other Applicant or its Member thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant or its Member (or any shareholder thereof having a shareholding of more than 5% of the paid up and subscribed share capital of such Applicant or Member, as the case may be) in the other Applicant or its Member is less than 5% of the subscribed and paid up equity share capital thereof;

Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section in 2 (72) of the Companies Act, 2013.

For the purposes of this Article 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any

intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (“**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-article (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-article (b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) A constituent of such Applicant is also a constituent of another Applicant; or

(iii) Such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or its Member thereof; or

(iv) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) Such Applicant has a relationship with another Applicant directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or

(vi) Such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical advisor of the Authority in relation to the Project is engaged by the Applicant or its Member, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Applicant or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the Application Due Date. Nor will this disqualification apply where such advisor is engaged after a period of 1 (one) year from the date of commercial operation of the Project.

(e) The above mentioned scenarios which have been deemed to be causing Conflict of Interest are merely an indicative list of events and an Applicant shall ensure that it has no Conflict of Interest in the Bidding Process.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Article 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for qualification, an Applicant shall fulfil the following conditions of eligibility:

(a) **Technical Capacity:** For demonstrating the technical capacity and experience (“**Technical Capacity**”), the Applicant shall, during the past 5 (five) financial years preceding the Application Due Date, shall have:

(i) Paid for, or received payments for, construction of Eligible Projects as specified in Article 3.1; and/or

(ii) Paid for development of Eligible Projects specified in Article 3.1;

such that the sum total of the above is more than INR 376 crore (INR Three hundred and seventy six crore only) cumulatively during the past 5 (five) financial years; and

(iii) Collected and appropriated revenues from O&M of Eligible Projects in sectors specified in Article 3.1, such that the sum total is more than INR 376 crore (INR Three hundred and seventy six crore only) cumulatively during the past 5 (five) financial years; and

(iv) An experience providing seaport terminal (containers, dry bulk, liquid bulk or general cargo)/ CFS/ ICD/ inland waterway terminal/ riverine terminal (containers, dry bulk, liquid bulk or general cargo) services and should have handled at least 7,672,000 (Seven million six hundred and seventy two thousand) MT of cargo or 511,466 (Five hundred eleven thousand four hundred and sixty six) Twenty Foot Equivalent Units (“**TEUs**”) cumulatively during the past 5 (five) financial years. For calculation purpose, the conversion rate of 1TEU=15 MT shall be used.

(b) **Financial Capacity:** The Applicant shall have a minimum Net Worth (“**Financial Capacity**”) of INR 94 crore (INR Ninety four crore only) at the close of the financial year immediately preceding the Application Due Date.

In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, until completion of development of expansion phase, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3 The Applicants shall enclose with its Application, to be submitted as per the formats set out in Annexures I - VI, the following:

(a) Certificates from its statutory auditors or the concerned clients stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the Eligible Projects specified in Article 2.2.2 (a) (i) and (ii) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(b) Certificates from its statutory auditors specifying the revenue of the Applicant in respect of the Eligible Projects specified in Article 2.2.2 (a) (iii) above.

(c) Certificates from its statutory auditors specifying the volume requirements specified in Article 2.2.2 (a) (iv) above

(d) Certificates from its statutory auditors specifying the net worth of the Applicant at the close of the preceding financial year, and also specifying that the methodology adopted for calculating Net Worth conforms to the provisions of this Article 2.2.3 (c). For the purpose of this RFQ, net worth (“**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Annexure VII, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure VIII.

2.2.5 The Selected Bidder shall form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (“**SPV**”), within 30 (thirty) days from the issue of LOA by the Authority or such extended time as may be permitted by the Authority to incorporate the SPV, under or in accordance with the provisions of the Concession Agreement, to be entered into between the Concessionaire and the Authority in the form provided by the Authority. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed 3 (three);

(b) Subject to the provisions of sub-article (a) above, the Application should contain the information required for each member of the Consortium;

(c) Members of the Consortium shall nominate one member as the lead member (“**Lead Member**”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV till expansion phase completion. The nominations shall be supported by a Power of Attorney, as per the format at Annexure VIII, signed by all the other members of the Consortium;

(d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

(e) An individual Applicant cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for qualification;

(f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure IX (“**Joint Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with

the Application, shall, inter alia:

- (i) Convey the intent to form an SPV with shareholding/ ownership equity commitments in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) Commit the minimum equity stake to be held by each member;
 - (iv) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the commencement of operations of the Project is achieved in accordance with the Concession Agreement; and
- (g) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.7 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Article 2.2.7 is such that it does not reflect

- (a) Any malfeasance on its part in relation to such cause or event;
- (b) Any willful default or patent breach of the material terms of the relevant contract;
- (c) Any fraud, deceit or misrepresentation in relation to such contract; or
- (d) Any rescinding or abandoning of such contract;

it may make representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project. In the event

an Applicant fails to disclose any disqualification and such disqualification becomes known at a later date (even after the execution of Concession Agreement) the Authority shall in its discretion take such steps including termination of the Concession Agreement as it may deem appropriate.

2.2.8 In computing the Technical Capacity and Net Worth of the Applicant/ Consortium Members under Articles 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

(a) For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (“**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9 The following conditions shall be adhered to while submitting an Application:

(a) The Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.

(b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at qualification;

(c) In responding to the qualification submissions, the Applicants should demonstrate their capabilities in accordance with Article 3.1 below; and

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

2.2.10 The following provisions shall apply in case of foreign applicants:

(a) Where, on the date of the Application, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital of an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or

(b) If at any subsequent stage after the date of the Application, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such foreign Applicant or in the event described in sub article (b) above, the continued Qualification of the Applicant shall be subject to approval of the

Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 6 (six) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage in accordance with provisions set out in 2.3.3, only where:

- (a) The application for such change is made at least 15 (fifteen) days prior to the Bid Due Date;
- (b) The Lead Member continues to be the Lead Member of the Consortium;
- (c) The substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification criteria for Applicants; and
- (d) The new Members expressly adopt the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-article (c) (i) of Article 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

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

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

2.5 Site visit and verification of information

The Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) Made a complete and careful examination of the RFQ;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Article 2.5 above; and
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.7 Right to accept or reject any or all Applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite all

eligible Applicants to submit fresh Applications hereunder.

2.7.2 The Authority reserves the right to reject any Application if :

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Applications have been opened and the Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (a) Invite the remaining Applicants;
- (b) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before execution of the Concession Agreement or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the OMD Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Article 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Eligible Projects
- Section 4. Fraud & Corrupt Practices
- Section 5. Miscellaneous

Annexures

- I. Letter comprising the Application
- II. Particulars of the Applicant
- III. Technical Capacity of the Applicant
- IV. Financial Capacity of the Applicant
- V. Certification of Eligible Projects
- VI. Statement of Legal capacity
- VII. Power of Attorney for signing of Application
- VIII. Power of Attorney for Lead Member of Consortium
- IX. Joint Bidding Agreement for Consortium
- X. Guidelines of the Department of Disinvestment
- XI. Project Brief on Multimodal Terminal at Sahibganj
- XII. Instructions for online submission

2.9 Clarifications

2.9.1 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any questions or provide any clarifications, at its sole discretion, and nothing in this Article shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.2 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ

2.10.1 At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Applicants, modify the RFQ by the issuance of addenda.

2.10.2 Any addendum thus issued will be put up on the Authority's website <http://iwai.nic.in> and on the Central Public Procurement Portal on <https://eprocure.gov.in/eprocure/app>

2.10.3 In order to afford the Applicants a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date¹.

2C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the persons signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

¹ While extending the Application Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein.

2.13 Sealing and marking of Applications

2.13.1 The Applicant shall upload the Application on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>, in the formats specified at Annexures I - VI, together with the documents specified in Article 2.13.2, and mark it as “APPLICATION”.

The Applicant shall provide the document mentioned in article 2.13.2, 2.13.2(b), 2.13.2(c), 2.13.2(d) and 2.13.2(g) in original also to the address provided in Article 2.13.3. The envelope shall then be sealed in an outer envelope which shall also be marked in accordance with Articles 2.13.2 and 2.13.3. Other documents listed in Article 2.13.2 shall be uploaded only as soft copy over Central Public Procurement Portal (CPP) as specified in Article 2.13.5.

2.13.2 The Application shall contain:

- (a) Application in the prescribed format (Annexures I – VI) along with supporting documents;
- (b) Power of Attorney for signing the Application as per the format at Annexure-VII;
- (c) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Annexure-VIII;
- (d) Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Annexure-IX;
- (e) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed; and
- (f) Copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding 5 (five) years;
- (g) Copy of demand draft of INR 40,000 (INR Forty thousand only) as Document Fee for this RFQ.

The envelope shall clearly bear the following identification:

“Application for Qualification: Multimodal Terminal Project at Sahibganj”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

ATTN. OF : Mr. Pravir Pandey
DESIGNATION : Vice Chairman & Project Director – JMVP

Inland Waterways Authority of India

ADDRESS : Head Office, Project Management Unit –
2nd Floor, A-13, Sector – 1, Noida –
201301, Uttar Pradesh, India

FAX NO : 0120 – 2544036

E-MAIL ADDRESS : vc.iwai@nic.in

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 The bids shall be submitted online on the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>, in accordance with the Instructions for online submission as specified in Annexure XII, Applications submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14 Application Due Date

2.14.1 Applications should be submitted before 1500 hours IST on the Application Due Date on the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> and the Document Fee at the address provided in Article 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the office of the person specified in Article 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Article 2.10 uniformly for all Applicants.

2.15 Late Applications

The Applications received by the Authority after the specified time on the Application Due Date shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date on the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 The Authority shall open the Applications at 1530 hours IST 1 (one) day after the

Application Due Date, at the place specified in Article 2.13.3 and in the presence of the Applicants who choose to attend.

2.17.2 The Applications for which a notice of withdrawal has been submitted in accordance with Article 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 The Applicants are advised that qualification of Applicants will be at the sole discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Applications without assigning any reason.

2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Technical and Financial Capacity of the Applicant.

2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of Technical and Financial Capacity of the Applicant. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Articles 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be

considered responsive only if:

- (a) It is received as per formats in Annexures I - VI.
- (b) It is received by the Application Due Date including any extension thereof pursuant to Article 2.14.2;
- (c) It is uploaded on the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> in accordance with the Instructions for online submission specified in Annexure XII] and original thereof are signed, sealed, hard bound and marked as stipulated in Articles 2.12 and 2.13
- (d) It is accompanied by the Power of Attorney as specified in Article 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Article 2.2.5 (c);
- (e) It contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) It contains information in formats same as those specified in this RFQ;
- (g) It contains certificates from its statutory auditors² in the formats specified at Annexures-I - VI of the RFQ for each Eligible Project;
- (h) It contains payment of INR 40,000 (INR Forty thousand only) to Authority for Document Fee in the form of a demand draft;
- (i) It is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Article 2.2.5(g);
- (j) It does not contain any condition or qualification; and
- (k) It is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarifications shall be provided within the time specified by the Authority for this purpose. Any request for clarification and all clarifications in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Article 2.20.1 above within the prescribed time, its Application shall be liable for rejection. In case the Application is not rejected, the Authority may proceed to evaluate the Application by

² In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be deemed to have accepted the interpretation of the Authority.

2E. QUALIFICATION AND BIDDING

2.21 Qualification and notification

After the evaluation of Applications, the Authority would announce a list of Bidders who will be eligible for participation in the Bid Stage. The Authority will not entertain any queries from Applicants who fail to qualify.

2.22 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. Only qualified Applicants/Bidders shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. Eligible Projects

3.1 Details on Eligible Projects

3.1.1 O&M, development and construction projects in the following sectors would be considered as Eligible Projects

(a) Inland waterway terminal (handling containers, dry bulk, break-bulk, liquid bulk or general cargo), seaport cargo terminal (handling containers, dry bulk, break-bulk, liquid bulk or general cargo), riverine terminal (handling containers, dry bulk, break-bulk, liquid bulk or general cargo), logistics parks, free trade warehousing zones, ICDs, CFS, rail freight terminals, airports, railways, industrial parks/estates, tank terminals, highways, expressways and special economic zones (SEZs)

3.1.2 For a project to qualify as an Eligible Project, following are the conditions:

(a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

(c) the capital cost of the project should be more than INR 75 crore

(d) the entity claiming O&M experience shall, during the last 5 (five) financial years preceding the Application Due Date, have collected and appropriated O&M revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from users of airports, ports and railway infrastructure. This shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues; and other incomes of the company owning the Project.

(e) the entity claiming construction/development experience should have (i) paid for development of the project; or (ii) paid for execution of its construction works or received payments from its clients for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall also not be included here under.

3.1.3 Experience for any activity relating to an Eligible Project shall not be claimed by two

or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.1.4 The Applicant should furnish the details of Eligible Projects for the last 5 (five) financial years immediately preceding the Application Due Date.

3.1.5 The Applicants must provide the necessary information relating to Technical Capacity as per format in Annexure III.

3.1.6 The Applicant should furnish evidence in support of its claim of Technical Capacity, as per format in Annexure V.

3.1.7 In the event that details of Technical and Financial Capacity furnished by the Applicant are found to be incorrect then the Authority shall be entitled to take such action as it may deem appropriate inter alia including but not limited to

- (a) Termination of the Concession Agreement
- (b) Termination of any other project that may have been awarded to the Applicant by the Authority
- (c) Recovery of damages which shall include cost of undertaking the bidding process and any other cost incurred or likely to be reasonably incurred by the Authority
- (d) Debarring the Applicant from participating in any bids invited by the Authority for a period of 5 (five) years.

3.2 Financial information for purposes of evaluation

3.2.1 The Application must be accompanied by the audited annual reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.

3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.

3.2.3 The Applicant must establish the minimum Net Worth specified in Article 2.2.2 (b), and provide details as per format at Annexure IV.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 Without prejudice to the rights of the Authority under Article 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have (directly or indirectly or through an agent), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them:

4.3.1. **“Corrupt practice”** includes (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub article (d) of Article 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

4.3.2. **“Fraudulent practice”** includes a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

4.3.3. **“Coercive practice”** includes impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process; **“Undesirable practice”** includes (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

4.3.4. **“Restrictive practice”** includes forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-APPLICATION CONFERENCE

5.1 A Pre-Application Conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

5.2 During the course of Pre-Application Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Noida (Uttar Pradesh) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

6.2.1. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

6.2.2. Consult with any Applicant in order to receive clarification or further information;

6.2.3. Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;

6.2.4. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or

6.2.5. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURES

Annexure I: Cover Letter for Application for Qualification

(Refer article 2.13.2 of the RFQ)

To,

Vice Chairman and Project Director - JMVP
Inland Waterways Authority of India
Head Office, Project Management
Unit – 2nd Floor, A-13, Sector - 1,
Noida-201301, Uttar Pradesh, India

Sub: Application for qualification for Multimodal Terminal at Sahibganj

Dear Sir,

1. With reference to your RFQ document No. xx dated 12 November 2020, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexures I to VI is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the operation, management and development of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Articles 2.2.1(c)

and 2.2.1 (d) of the RFQ document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Article 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(e) I/We hereby certify that all the information furnished by us in the Application are true and correct. In the event that any information is found to be untrue or misleading then the same shall result in immediate disqualification from the bidding process and other actions as deemed appropriate by the Authority.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Article 2.17.6 of the RFQ document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfies the Net Worth criteria and meets all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees¹.

¹ In case the Applicant is unable to provide the certification specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFQ at Annexure X thereof.

15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the [Central Government/ State Government] or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Application.

16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.

17. The Statement of Legal Capacity as per format provided at Annexure VI of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Annexure VII and VIII respectively of the RFQ, are also enclosed.

18. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

19. I/ We hereby confirm that we are in compliance of/ shall comply with the OMD requirements specified in Article 2.2.2.

20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.

22. I/ We certify that in terms of the RFQ, my/our Net Worth is Rs.
(Rupees).

23. {We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till commencement of operations of the project in accordance with the Concession Agreement}.³

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

³ Omit if the Applicant is not a Consortium

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead

Member Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

Annexure II: Particulars of the Applicant

(Refer article 2.13.2 of the RFQ)

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch offices, if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individuals who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Article 2.2.5(f) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

S No.	Name of Member	Role* {Refer Article 2.2.5(d)} ⁴	Percentage of equity in the Consortium {Refer Articles 2.2.5(a), (c) & (f)}
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with notes provided at Annexure III.

6. The following information shall also be provided for each Member of the Consortium

Name of Applicant/ member of Consortium:

S No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the Application Due Date?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

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

Annexure III: Technical Capacity of the Applicant

(Refer to Articles 2.2.2(a), 2.13.2 and 3.1 of the RFQ)

For construction works of eligible projects

(Refer to Articles 2.2.2 (a) (i), (ii) and 3.1 of the RFQ)

S N o	Applicant type #	Memb er Code*	Project Code* *	Projec t Name	From year	To yea r	Experience [¥] (Equivalent INR Crore) ^{\$\$}		Total Experi ence (Equiv alent INR Crore)
							Payments made/ received for constructio n of Eligible Projects	Payments made for developm ent of Eligible Projects	
1	Single entity Applica nt		a						
			b						
			c						
			d						
2	Consortiu m Member 1		1a						
			1b						
			1c						
			1d						
3	Consortiu m Member 2		2a						
			2b						
			2c						
			2d						
4	Consortiu m Member 3		3a						
			3b						
			3c						
			3d						

For O&M of eligible projects

(Refer to Articles 2.2.2 (a) (iii) and 3.1 of the RFQ)

For Year**:**

S No.	Applicant type #	Member Code*	Project Code**	Project Name	Experience[‡] (Equivalent INR Crore) ^{\$\$} Revenues appropriated from O&M of Eligible Projects
1	Single entity Applicant		a		
			b		
			c		
			d		
2	Consortium Member 1		1a		
			1b		
			1c		
			1d		
3	Consortium Member 2		2a		
			2b		
			2c		
			2d		
4	Consortium Member 3		3a		
			3b		
			3c		
			3d		

For volume requirements

(Refer to Articles 2.2.2 (a) (iv) and 3.1 of the RFQ)

For Year**:**

S No.	Applicant type #	Member Code*	Project Code**	Project Name	Type of Cargo handled***	Volume of Cargo handled (In MT or TEUs)
1	Single entity Applicant		a			
			b			
			c			
			d			
2	Consortium Member 1		1a			
			1b			
			1c			
			1d			
3	Consortium Member 2		2a			
			2b			
			2c			
			2d			
4	Consortium Member 3		3a			
			3b			
			3c			
			3d			

Note: Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Article 2.2.8 and/ or by a project company eligible under Article 3.1.2. In case the Application Due Date falls within 6 (six) months of the close of the latest financial year, refer to Article 2.2.11.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Article 2.2.8, shall be provided.

** Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

*** For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.*

**** Specify cargo type in terms of Bulk, Break bulk, Liquid, General or Container Cargo*

*****Mention the year for which the eligibility of the project is claimed*

¥ In no case shall the cost of land be included for an Eligible Project.

\$\$ For conversion of US Dollars to INR, the rate of conversion shall be INR [75 (INR Seventy five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Annexure IV: Financial Capacity of the Applicant

(Refer to Articles 2.2.2(B), 2.2.3 (b), 2.13.2 and 3.2 of the RFQ)

(In INR crore^{\$\$})

S No.	Applicant type ^{\$}	Member Code [£]	Proposed Equity Shareholding in Consortium (%)			Net Worth [€] Year 1 (4)
	(1)	(2)	(3)			
1	Single entity					
2	Consortium Member 1					
3	Consortium Member 2					
4	Consortium Member 3					
5	TOTAL					

Name & address of Applicant's Bankers:

^{\$} An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

[£]For Member Code, see notes at Annexure III.

[€]The Applicant should provide details of its own Financial Capacity or of an Associate specified in Article 2.2.8.

^{\$\$} For conversion of other currencies into INR, see note in Annexure III.

Certificate from the Statutory Auditor

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation
of the authorised signatory)

Date:

Instructions:

-
1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
 - (b) Be audited by a statutory auditor;
 - (c) Be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. In case the Application Due Date falls within 6 (six) months of the close of the latest financial year, refer to Article 2.2.11.
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Article 2.2.5 (f) of the RFQ document.
5. The applicant shall provide the name and address of the Bankers to the Applicant.
6. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Article 2.2.3 (d) of the RFQ document.

Annexure V: Certification of Eligible Projects

(Refer to Articles 2.2.2(a), 2.13.2 and 3.1 of the RFQ)

1. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
2. Certificate from the Applicant's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/Member/Associate may provide the requisite certification.
3. If the Applicant is claiming Technical capacity for O&M Projects[£], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding O&M projects^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant/Member/Associate) for (name of project) has eligible annual revenues collected and appropriated in terms of Article 3.1.2 of the RFQ were INR. cr. from (date) to (date)

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Applicant/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Articles 3.1.3 and 3.1.4 of the RFQ, during the past five financial years as per year- wise details noted below:

.....
.....

Name of the audit firm:

Seal of the audit firm:
of the authorised signatory)

(Signature, name and designation

Date:

[£] Refer Article 2.2.2 of the RFQ.

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

4. If the Applicant is claiming Technical capacity for Construction based Projects*, it should provide a certificate from its statutory auditor in the format below:

<p>Certificate from the Statutory Auditor/ Client regarding construction works Φ Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Applicant/ Member/ Associate) received/paid INR. cr. (INR crore) by way of payment/receipt for the aforesaid construction works from (date) to (date).</p> <p><i>{It is further certified that the payments receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.}♣</i></p> <p>Name of the audit firm: Seal of the audit firm: Date:</p> <p>(Signature, name and designation of the authorised signatory).</p>
--

♣ Refer Articles 2.2.2 (i) and (ii) of the RFQ.

Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary.

In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ.

♣ This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

§ Please strike out whichever is not applicable.

5. If the Applicant is claiming Technical capacity for development based projects*, it should provide a statutory auditor certificate in the format below:

Certificate from the Statutory Auditor regarding development projects^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Applicant/Member/Associate*) is/ was an equity shareholder in (*title of the project company*) and holds/ held INR. cr. (INR crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)[¥]. The project was/is likely to be commissioned on (*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is INR. cr. (INRcrore), of which INR. cr. (INR crore) of capital expenditure was incurred during the past 5 (five) financial years as per year-wise details noted below:

.....
.....

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation
of the authorised signatory)

Date:

* Refer Articles 2.2.2 (i) and (ii) of the RFQ

Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

¥ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the (name of project) from (date) to (date)."

_____ [§] Please strike out whichever is not applicable.

6. In the event that credit is being taken for the Eligible Project of an Associate, as defined in Article 2.2.8, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Applicant/ Consortium Member/ Associate*) is held, directly or indirectly[£], by (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Article 2.2.8 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

[§] Please strike out whichever is not applicable.

7. If the Applicant is claiming Technical capacity for Volume requirements[£], it should provide a statutory auditor certificate in the format below:

Certificate from statutory auditor regarding volume requirements^Φ	
Based on the authenticated record of the company, this is to certify that (<i>name of the Applicant/ Consortium Member/ Associate</i>) has handled (MT of cargo and/or TEUs) for (name of project) from (<i>date</i>) to (<i>date</i>) as per Article 2.2.2 (a) (iv) of this RFQ.	
Name of the audit firm:	(Signature, name and designation of the authorised signatory)
Seal of the firm:	
Date:	

[£] Refer Article 2.2.2 a (iv) of the RFQ.

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.

8. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation requirements of the Technical Capacity⁵.

[§] Please strike out whichever is not applicable.

⁵ Refer Article 2.2.2 of the RFQ

Annexure VI: Statement of Legal Capacity

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)
(Refer to Article 2.13.2 of the RFQ)*

Ref. Date:

To,
Vice Chairman & Project Director - JMVP
Inland Waterways Authority of India
Head Office, Project
Management Unit – 2nd Floor,
A-13, Sector – 1
Noida-201301, Uttar Pradesh,
India

Dear Sir,

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

We have agreed that (insert members name) will act as the Lead Member of our 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 RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, (Signature, name and designation of the authorised signatory) For and on behalf of.....

**Please strike out whichever is not applicable.*

[§] Please strike out whichever is not applicable.

Annexure VII: Power of Attorney for signing of Application

(Refer Articles 2.2.4 and 2.13.2 of the RFQ)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Inland Waterways Authority of India (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For
.....

Witnesses: 1.
2.

(Signature, name, designation and address)

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable 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 Applicant should submit for verification the extract of the board or shareholders' resolution in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *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 Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure VIII: Power of Attorney for Lead Member of Consortium

(Refer to Articles 2.2.4, 2.2.5 and 2.13.2 of the RFQ)

Whereas Inland Waterways Authority of India (“the Authority”) has invited applications from interested parties for the Multimodal Terminal at Sahibganj Project (the “Project”).

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, 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 authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the 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 pre- qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, 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 Concession Agreement 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)

Witnesses: 1.
2.

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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 Applicant should submit for verification the extract of the board or shareholders' resolution in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *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 Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure IX: Joint Bidding Agreement

(Refer to Articles 2.2.5 and 2.13.2 of the RFQ)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING 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 “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications by its Request for Qualification No. xx dated xx.06.2018 for qualification and short-listing of bidders for operation and maintenance of Multimodal Terminal Project through operation, maintenance and transfer

(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 RFQ document and other bid documents in respect of the Project, and

(c) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

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 incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) Party of the Third Part shall be {the Financial Member of the Consortium.}

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party :}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till expansion phase completion of the Project, be held by the Parties of the First, {Second} Party whose experience and net worth have been reckoned for the purposes of qualification of Applicants for the Project in terms of the RFQ.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

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 organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

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

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

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

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

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

8. 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 Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified 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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

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

Annexure X: Guidelines of the Department of Disinvestment

(Refer to Article 1.2.3 of the RFQ)

No. 6/4/2001-DD-II

Government of India Department of Disinvestment

Block 14, CGO

Complex,

New Delhi. Dated 13 July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/- (A.K. Tewari)
Under Secretary to the Government of India

Annexure XI: Brief Description of Multimodal Terminal at Sahibganj

(Refer to Article 1.1.1 of the RFQ)

1. River Ganga from Haldia to Allahabad (1,620 Km) has been declared as National Waterway Number 1 (NW-1). Currently, IWAI is undertaking development activities for facilitating navigation by dredging and bandalling for fairway development of 2.5 m/ 2.2 m/ 3m depth and 25 m to 45 m width; maintenance of navigational aids, DGPS (Differential Global Positioning System), terminals etc.
2. The implementation of the Jal Marg Vikas Project (JMVP) for capacity augmentation of navigation from Haldia to Varanasi on NW-1 (1,390 km), at an estimated cost of INR 5,369 crores, was approved by the Union Cabinet on 3 Mar 2018. The duration of the project is six years from 2016-17 to 2021-22. JMVP receives technical and financial assistance from the World Bank.
3. Under JMVP, three Multimodal terminals are being constructed at Varanasi, Sahibganj and Haldia. The details of the Multimodal Terminal at Sahibganj are as following:

S No.	Terminal specification	Value
Infrastructure (Phase 1)		
1	Current terminal capacity	3.03 mmtpa
2	Envisaged terminal capacity (Total)	9.5 mmtpa
3	Berth length	270 m
4	No. of berths	2
Equipment		
5	Mobile harbour crane	1
6	Mobile barge loader	1
7	Front end loader	10
8	Fixed hopper	4
Connectivity and other details		
9	Connecting road length	902 m
10	Rail siding length	2,400 m
11	Envisaged total area	183 acres
12	Date of completion	August 2019

4. The Least Available Depth (LAD) along stretches of NW-1 are as follows:

Section	LAD(m)
Haldia- Barh	3.0
Barh- Ghazipur	2.5
Ghazipur-Varanasi	2.2

Annexure XII: Instructions for online submission

Instructions to the Applicants for the e-submission of the application online through the Central Public Procurement Portal for eProcurement

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

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Concessionaires/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidders should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the Concessionaires/bidders through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
5. The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
6. Concessionaire/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
8. If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
11. From the My favourites' folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/ formats. If there is

more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

14. If there are any clarifications, this may be obtained through the site, or during the pre application meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.

17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18. The bidder has to select the payment option as offline to pay the Document Fee as applicable and enter details of the instruments.

19. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

23. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

24. The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.

25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

E-mail: _____

Contact Telephone Numbers: 1800-3070-2232

Fax No.: _____

In person: _____.
