



Request for Proposal (RFP)

for

Maintenance Dredging for assured Least Available Depth for capacity
augmentation of NW-28 on Operate, Maintain and Manage (OMM)
Basis

RFP No. IWAI/Tech/MahaNWs/NW-28/2023

INLAND WATERWAYS AUTHORITY OF INDIA
September 2023

Contents

Contents	2
Disclaimer	4
Glossary	6
1. Background.....	7
1.2. Brief description of Bidding Process	10
1.3. Schedule of Bidding Process	12
1.4. Pre-Bid Conference	12
2. INSTRUCTIONS TO BIDDERS	13
2A. GENERAL	13
2.1. General terms of Bidding	13
2B. ELIGIBILITY OF THE BIDDERS	15
2.2. General conditions.....	15
2.3. Qualification criteria	18
2.4. Change in composition of the Consortium.....	23
2.5. Change in Ownership	24
2.6. Number of Applicants and Cost of Bidding.....	25
2.7. Site visit and verification of information	25
2.8. Verification and Disqualification	26
2C. DOCUMENTS	27
2.9. Contents of the RFP	27
2.10. Clarifications	28
2.11. Amendment of RFP.....	28
2D. PREPARATION AND SUBMISSION OF BIDS	29
2.12. Format and Signing of Bid	29
2.13. Sealing and Marking of Bids.....	29
2.14. Bid Due Date	30
2.15. Late Bids	30
2.16. Contents of the Bid.....	31
2.17. Modifications/ Substitution/ Withdrawal of Bids	31
2.18. Rejection of Bids	31
2.19. Validity of Bids	32
2.20. Confidentiality.....	32
2.21. Correspondence with the Bidder	32
2E. BID SECURITY	32

2.22. Bid Security.....	32
3. EVALUATION OF BIDS	35
3.1. Evaluation parameters	35
3.2. Technical Capacity for purposes of evaluation	35
3.3. Details of Experience	37
3.4. Financial information for purposes of evaluation	38
3.6. Opening and Evaluation of Bids	38
3.7. Tests of responsiveness	39
3.8. Selection of Bidder.....	39
3.9. Contacts during Bid Evaluation	40
4. FRAUD AND CORRUPT PRACTICES	41
5. PRE-BID CONFERENCE	43
6. MISCELLANEOUS	44
ANNEXURES	45
Annexure I: About the Project	46
Annexure II: Letter comprising the Bid	50
Annexure IIA: Letter comprising the Financial Bid	54
Annexure III: Bank Guarantee for Bid Security	57
Annexure IV: Power of Attorney for signing of Bid	61
Annexure V: Power of Attorney for Lead Member of Consortium.....	62
Annexure VI: Joint Bidding Agreement	66
Annexure VII: Particulars of the Applicant	72
Annexure VIII: Details of Eligible Projects	75
Annexure IX: Technical Proposal: the bidder shall provide the following information for undertaking the project.....	81
Annexure X: Financial Capacity	85
Annexure XI: Guidelines for e-submission of the Bids	87

Disclaimer

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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

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

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

Glossary

Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 1.2.4
Bid(s)	As defined in Clause 1.2.1
Bidders	As defined in Clause 2.2.1
Bidding Documents	As defined in Clause 1.1.16
Bid Due Date	As defined in Clause 1.1.16
Bidding Process	As defined in Clause 1.2.1
Bid Parameter	As defined in Clause 1.2.6
Bid Security	As defined in Clause 1.2.4
Contract	As defined in Clause 1.1.12
Contractor	As defined in Clause 1.1.10
DWT	Dead Weight Tonnage
Government	Government of India
Highest Bidder	As defined in Clause 1.2.8
LOA	As defined in Clause 3.8.4
Member	Member of a Consortium
MT	Million Metric Ton
OMM	Operate, Maintain and Manage
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the disclaimer
Fee	As defined in Clause 1.2.6.
Selected Bidder	As defined in Clause 3.8
Tied Bidders	As defined in Clause 3.8.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

1 INTRODUCTION

1. Background

1.1.1. Inland Waterways Authority of India (IWAI) (hereinafter referred to as “Authority”) is a statutory body of the Ministry of Shipping, Government of India (GoI). IWAI came into existence on 27th October 1986 for development and regulation of inland waterways for shipping & navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) of the country. Presently, there are 111 NWs in the country. The head office of the Authority is at Noida.

1.1.2. IWAI has its regional offices at Patna, Kolkata, Guwahati & Kochi and sub-offices at Allahabad, Varanasi, Farakka, Sahibganj, Haldia, Goa, Swroopganj, Hemnagar, Dibrugarh, Dhubri, Silchar, Kollam, Bhubaneshwar & Vijayawada.

1.1.3. The overall cargo movement on National Waterways has increased from 72.3 million metric tonnes (MMT) in FY 2018-19 to 126.15 MMT in FY 2022-23 with a CAGR of 14.93% in last 4 years. Out of 126.15 MMT cargo movement in FY 2022-23, around 63 MMT cargo movement happened through waterways in the state of Maharashtra duly accounting for ~49% of cargo movement across the country.

1.1.4. There are 13 NWs either pass through or are in the state of Maharashtra of which 4 nos. NWs have been categorized as Category A viz

- i. NW-10 (Amba river),
- ii. NW-28 (Dabhol Creek-Vashishti river),
- iii. NW-85 (Revadanda Creek & Kundalika river) and
- iv. NW-100 (Tapi river).

1.1.5. Considering the role played by the NWs in Maharashtra in the overall inland waterway’s logistics of the country, IWAI intends develop National Waterway-28 in Maharashtra.

1.1.6. Vashishti river originates in the western ghats and joins the Arabian sea in Dabhol creek, traversing about 45 kms. Vashishti river is one of the rivers in Maharashtra that was declared as the National Waterway – 28 in 2016, vide the

National Waterways Act, 2016. It is an operational waterway wherein various cargo movements are being carried out by private players.

1.1.7. Inland Water Transport (IWT) has the potential to become an economic, reliable, safe and environment friendly mode of transport as compared to other modes of transport. When developed for use by modern inland waterway vessels, it can help in reducing the significant investment needs of rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and increased economies of scale, significantly reducing transport costs for the benefit of the entire economy and India's global trade competitiveness. India with a huge network of rivers and interconnecting canals can be an ideal place for an efficient inland waterways system as it has multifarious advantages and is the cheapest mode of transportation.

1.1.8. There is already evidence of growing demand for transportation of various commodities on NW-28. This includes demand from the manufacturing and heavy machinery plants in the vicinity of the river for chemicals, fertilizers, coal, manufacturing raw materials and Agricultural supplies. Of this, coal has the potential to be diverted to waterways .

1.1.9. In line with the growing cargo demand, the Authority aims to enhance capacity of NW-28 by maintaining an assured depth to allow larger vessels to ply on the waterway.

1.1.10. The Authority has decided to engage an entity ("**Contractor**") for undertaking **Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-28 on Operate, Maintain and Manage (OMM) Basis**. This and other allied activities shall be referred to as ("**the Project**").

1.1.11. Any new IWT related infrastructure such as terminals etc. on the NW-28 will be undertaken within the purview of the IWAI Act 1985 including any amendments thereof.

1.1.12. The Authority is carrying out a bidding process for selection of the Contractor.

1.1.13. The Selected Bidder shall be responsible for the Project as per the provisions of all applicable laws including but not limited to the National Waterways Act, 2016 or any subsequent enactment on the subject and in accordance with the

provisions of OMM agreement (“**Contract**”) to be entered into between the Authority and the Contractor in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.14. The scope of work will broadly include

- i. Maintenance Dredging on NW-28 for maintaining a LAD of 5.0 m and channel bottom width of 100 m with side slope of 1:5 and
- ii. The Contractor shall mobilize the necessary resources like dredger, equipment, etc. at its cost for maintaining the assured depth of 5.0 m and channel bottom width of 100 m with side slope of 1:5 in the entire stretch during the entire contract period of 30 years.

The detailed scope of work is provided in Annexure I

1.1.15. The Contract sets forth the detailed terms and conditions for award of the contract to the Contractor, including the scope of the Contractor’s services and obligations.

1.1.16. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and the Project. The RFP should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Contract or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.17. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP (collectively the “**Bidding Documents**”). The Authority reserves the right to modify, alter, amend and/ or clarify any or all of the Bidding Documents from time to time by the Authority. All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2. Brief description of Bidding Process

- 1.2.1. The Authority has adopted a single-stage two envelope bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. Bidders are called upon to submit details of their Technical Capacity and Financial Capacity in Cover-1 (“**Technical Bid**”) and financial proposals in the format specified on the CPPP (“**Financial Bid**”) (the Technical Bid and Financial Bid shall collectively referred as “**Bid**”) in accordance with the terms specified in these Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.2. The Bidding Documents include the draft Contract for the Project which is enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, shall form part of the Bidding Documents.
- 1.2.3. A Bidder is required to deposit, along with its Bid, a bid security of INR 18,00,000/- (Indian Rupees Eighteen Lakhs Only) (the “**Bid Security**”), refundable not later than 180 (one hundred eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Guarantee under the Contract. The Bid Security shall be submitted in the form of a Bank Guarantee (“**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.
- 1.2.4. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.
- 1.2.5. The bid parameter (“**Bid Parameter**”) shall be the Fee per Dead Weight Tonnage (DWT) of the vessel traffic (“**Fee**”) on the Project Site payable to the Contractor by the Authority for undertaking the scope of work, as per the terms and conditions of this RFP and the provisions of the Contract.

- 1.2.6. The Fee shall be quoted in terms of INR/DWT.
- 1.2.7. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is seeking the lowest Fee from the Authority. Generally, the Highest Bidder will be the Selected Bidder. In the event Highest Bidder withdraws or is not selected for any reason then the Authority may, in its discretion, invite fresh Bids.
- 1.2.8. The duration of the Contract shall be for an initial period of 30 (thirty) years commencing from the Date of Award of Contract.
- 1.2.9. No other statutory charges, for the usage of the National Waterway, shall be payable to any other statutory body other than the Authority i.e.,IWAI.
- 1.2.10. The Authority shall, in consideration of the scope of work undertaken and services provided by the Contractor under the Project, be liable to pay a Fee to the Contractor as per the provisions of the Contract.
- 1.2.11. Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.12. Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail so as to reach the officer designated in Clause 2.13.5 by the specified date. The communication shall clearly bear the following identification/ title:
- “Queries/Request for Additional Information: RFP for Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-28 on Operate Maintain and Manage (OMM) Basis”**
- 1.2.13. 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.	Clause No.	Text provided in RFP	Clarification sought with justification (if any)
1.				
2.				

1.3. Schedule of Bidding Process

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

S No	Bid Stage	Proposed schedule
1.	Release of Bid Documents	19/09/2023
2.	Last date for receiving queries	05/10/2023 at 16:00 hrs
3.	Pre-Bid Conference	06/10/2023 at 15:00 hrs
4.	Bid Due Date	31/10/2023 at 15:30 hrs
5.	Opening of Technical Bids	01/11/2023 at 15:30 hrs
6.	Validity of Bids	120 days

1.4. Pre-Bid Conference

1.4.1. The Pre-Bid Conference shall be held in hybrid mode. The details of the online meeting and the venue for the in-person meeting for the Pre-Bid Conference are provided below:

<https://us06web.zoom.us/j/84818982203?pwd=oP4ldPCPK5iGuoTNRjuVEXBqprZDVL.1>

Inland Waterways Authority of India,
Head Office, A-13, Sector 1,
Noida, Uttar Pradesh – 201301

2. INSTRUCTIONS TO BIDDERS

2A. GENERAL

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. Bidders are expected to carry out their own surveys, investigations and detailed examination of the Project and are deemed to be aware of the project details before submitting their Bids.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, in the event there is any inconsistency in the Bidding Documents, the detailed terms specified in the draft Contract shall have overriding effect. It is however made clear, that all conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.4. The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in the formats prescribed at Annexure-VII, Annexure-VIII ,Annexure-IX and Annexure X . Only the Qualified Bidders shall be considered for shortlisting and for further stages for evaluation.
- 2.1.5. The Financial Bid should be furnished in the format at Annexure–IIA, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6. The Bid shall consist of Fee to be quoted by the Bidder in terms of INR/DWT. The Fee shall be payable to the Contractor by the Authority for undertaking the scope of work, as per the terms and conditions of this RFP and the provisions of the Contract.

- 2.1.7. The Bidder shall provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Annexure–III.
- 2.1.8. The Bidder should submit a Power of Attorney as per the format at Annexure–IV, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9. In case the Bidder is a Consortium, the Members thereof should also furnish a Power of Attorney in favour of the Lead Member in the format at Annexure–V.
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. In any event, any condition and/ or qualification shall not be enforceable against the Authority and the Authority may in its sole discretion evaluate the Bids as if such condition and/or qualification are not there.
- 2.1.11. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12. The documents including this RFP and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13. This RFP is not transferable.
- 2.1.14. Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15. Cost of Tender Document

Interested parties may download the Tender document online from the website <https://eprocure.gov.in/eprocure/app> and IWAI's website

“www.iwai.nic.in” and are advised to pay INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) as the cost of Bid document deposited to IWAI fund.

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules are required to pay the cost of Tender Document as mentioned above through RTGS. The cost of Tender Document is Non-Refundable.

- i.) **Name of Bank Account:** IWAI FUND
- ii.) **Bank Name and Address:** Canara Bank, Sector – 18,Morna, Noida
- iii.) **Bank Account Number:** 90622150000086
- iv.) **IFSC:** CNRB0018778

2B. ELIGIBILITY OF THE BIDDERS

2.2. General conditions

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

- a. A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a consortium (“**Consortium**”). However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.1;
- b. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of

Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest;

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

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

For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- i. a constituent of such Bidder is also a constituent of another Bidder; or
- ii. such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or
- iii. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- iv. such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- v. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- a. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Guarantee, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or

Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

- b. As per policy of Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II) dated 04.06.2020 on the subject "Public Procurement (Preference to Make in India), Order 2017 – Revision" shall be fully applicable for this tender.
- c. The Office Memorandum No. 6/18/2019-PPD dated 23rd July 2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance shall be fully applicable for this tender.

2.3. Qualification criteria

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

a. Technical Capacity:

For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 7 (seven) financial years preceding the Application Due Date, have:

- i. paid for, or received payments for, development or construction of Eligible Project(s) specified in Clause 3.2.1; and/ or
- ii. NIL
- iii. collected and appropriated revenues from Eligible Project(s) in Category 1 specified in Clause 3.2.1,

such that the sum total of the above is more than 36 (the "**Threshold Technical Experience score**").

b. Financial Capacity:

The Applicant shall have a minimum Net Worth (the "**Financial Capacity**") of [INR 5 crore (Rs. Five crore)] at the close of the preceding financial year. In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to 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, for a period of 2 (two) years from the date of commercial operation of the Project, 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 Agreement.

- 2.3.2. **OMM Experience:** The Applicant shall, [in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in Category 3 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation, maintenance and maintenance (OMM) obligations to an entity having the aforesaid experience, failing which the Contract Agreement shall be liable to termination
- 2.3.3. The Applicants shall enclose with its Application, to be submitted as per the formats set out in Annexures II - X, the following:
- a. 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 such net worth conforms to the provisions of this Clause 2.3.1. For the purpose of this RFP, net worth ("**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- 2.3.4. The Applicant should submit a Power of Attorney as per the format at Annexure IV, 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 V.

- 2.3.5. In case the Applicant is a Consortium, then it shall form an appropriate Special Purpose Vehicle, incorporated under the Indian 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 implement the Project, under or in accordance with the provisions of the Contract, to be entered into between the Contractor and the Authority in the form provided by the Authority. Further, it shall comply with the following additional requirements:
- a. Number of members in a consortium shall not exceed 3 (three);
 - b. Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
 - c. Members of the Consortium shall nominate one member as the lead member ("**Lead Member**"), 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 for a period of at least 5 (five) years from COD. The nominations shall be supported by a Power of Attorney, as per the format at Annexure V, 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 OMM 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 VII ("**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 RFP, which would enter into the Contract and subsequently perform all the obligations of the Contractor in

terms of the Contract, 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 Contractor in relation to the Project until the commencement of operations of the Project is achieved in accordance with the Contract; and
- g. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.3.6. 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.

2.3.7. 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 Clause 2.3.6 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 Contract) the Authority shall in its discretion take such steps including termination of the Contract as it may deem appropriate.

2.3.8. In computing the Technical Capacity and Net Worth of the Applicant/ Consortium Members under Clauses 2.3.1, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

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

2.3.9. 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.
- c. In responding to the qualification submissions, the Applicants should demonstrate their capabilities in accordance with Clause 2.3.1 below; and

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

2.3.10. 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.

2.4. Change in composition of the Consortium

2.4.1. Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

- a. the Lead Member continues to be the Lead Member of the Consortium;
- b. the substitute is equal or better, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification criteria for Applicants; and
- c. the proposed substitute expressly adopts 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.

2.4.2. 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. The Bidder must submit its application for change in composition of the Consortium at least 15 (fifteen) days prior to the Bid Due Date.

2.4.3. The modified Consortium shall submit a revised Joint Bidding Agreement, in the format at Annexure-VI and a Power of Attorney, in the format at Annexure-IV, prior to the Bid Due Date.

- 2.4.4. The option of change in composition of the Consortium may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium.
- 2.4.5. Notwithstanding the permission of the Authority to undertake change in Consortium Member (or adding Consortium Member for a single entity) the Bidder shall ensure that Conflict of Interest provisions as specified in the RFP are not violated upon the change in the bidding entity. In the event any Bidder violates the Conflict of Interest provision, the Authority shall be entitled to reject its Bid as non-responsive and encash the Bid Security.

2.5. Change in Ownership

- 2.5.1. By submitting the Bid, the Bidder acknowledges that its Consortium Members who shall, until the 7th (seventh) anniversary of the date of commercial operation of the Project, hold, individually, equity share capital representing at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV;
- 2.5.2. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Contract, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.5.3. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Contract, it would, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the

Contract, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract or otherwise.

2.6. Number of Applicants and Cost of Bidding

- 2.6.1. No Applicant shall submit more than one Application for the Project.
- 2.6.2. Each Bidder shall be responsible for all of the costs associated with the preparation of their respective Bid and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Site visit and verification of information

- 2.7.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.7.2. It shall be deemed that by submitting a Bid, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. accepted the risk of inadequacy and error in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred in the RFP;
 - c. satisfied itself about all matters, things and information including matters referred to in Clause 2 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in the RFP hereinabove shall not be

a basis for any claim for compensation, damages, revision of Fee, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract by the Contractor;

- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertakings provided by it under the terms hereof.

2.7.3. 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 arising out of the RFP, the Bidding Documents or the Bidding Process, including any error therein or in any information given by the Authority.

2.8. Verification and Disqualification

2.8.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. The Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.8.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

2.8.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a. invite the remaining Bidders to submit their Bids in accordance with Clause

3.3; or

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

2.8.4. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Contract, and if the Selected Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor. In such an event, the Authority shall be entitled to encash the Bid Security or Performance Guarantee, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise.

2C. DOCUMENTS

2.9. Contents of the RFP

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

2.9.2. Invitation for Bids

2.9.3. Section 1. Introduction

2.9.4. Section 2. Instructions to Bidders

2.9.5. Section 3. Evaluation of Bids

2.9.6. Section 4. Fraud and Corrupt Practices

2.9.7. Section 5. Pre-Bid Conference

2.9.8. Section 6. Miscellaneous

2.9.9. Annexures

- I. About the Project
- II. Letter comprising the Bid
- II.A. Letter comprising the Financial Bid
- III. Bank Guarantee for Bid Security
- IV. Power of Attorney for signing of Bid
- V. Power of Attorney for Lead Member of Consortium
- VI. Joint Bidding Agreement
- VII. Particulars of the Applicant
- VIII. Technical Capacity of the Applicant
- IX. Technical Proposal
- X. Financial Capacity

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

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.14. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.10.2. The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be read as compelling the Authority to respond to any question or to provide any clarification.

2.10.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents.

2.11. Amendment of RFP

2.11.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

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

2D. PREPARATION AND SUBMISSION OF BIDS

2.12. Format and Signing of Bid

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

2.12.2. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid.

2.13. Sealing and Marking of Bids

2.13.1. The Bidder shall upload the documents on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per clause 2.13.3. The documents required to be submitted in hard copy must be submitted at the address provided in Clause 2.13.5.

2.13.2. The Bidder shall submit the Bid in the format specified at Annexure-II.

2.13.3. The documents shall include:

- a. Bid Security in the format at Annexure–III;

- b. Power of Attorney for signing of Bid in the format at Annexure–IV;
- c. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Annexure–V;
- d. A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove;
- e. Technical and Financial Capacity of the Applicant in the format at Annexure IX ,Annexure X and Annexure XI.

2.13.4. The pages of each document shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder.

2.13.5. The bid security in the format at Annexure III shall also be submitted in hard copy and shall be addressed to:

DESIGNATION	Chairman Inland Waterways Authority of India
ADDRESS	Head Office, A- 13, Sector – 1, Noida – 201301, Uttar Pradesh, India
TEL NO	+91 120 2543972
E-MAIL ADDRESS	chairman.iwai@nic.in , mt.iwai@nic.in , vcdialani.iwai@nic.in , srafat.iwai@nic.in

2.14. Bid Due Date

2.14.1. Bids should be submitted before the specified time on the Bid Due Date on the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> and bid security at the address provided in Clause 2.13.5. A receipt thereof should be obtained from the person specified at Clause 2.13.5. The guidelines for e-submission of the Bids is provided in Annexure XI.

2.14.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.15. Late Bids

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

2.16. Contents of the Bid

2.16.1. The Bidder shall specify (in INR/DWT) the Fee, sought by him, to undertake the Project in accordance with this RFP and the provisions of the Contract.

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

2.17. Modifications/ Substitution/ Withdrawal of Bids

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

2.17.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.17.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be summarily rejected.

2.18. Rejection of Bids

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

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

2.19. Validity of Bids

2.19.1. The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.20. Confidentiality

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

2.21. Correspondence with the Bidder

2.21.1. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2E. BID SECURITY

2.22. Bid Security

2.22.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 hereinabove in the form of a bank guarantee issued by a Scheduled Bank in India having a net worth of at least INR 1000 Crore (INR Thousand Crore), in favour of the Authority in the format at Annexure-III (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.. For the avoidance of doubt, Scheduled Bank

shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.22.2. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.22.3. Save and except as provided in Clauses 1.2.4 and Clause 3.3, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.22.4. The Selected Bidder's Bid Security will be returned, without any interest, upon the Contractor signing the Contract and furnishing the Performance Guarantee in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Guarantee to be provided by him in accordance with the provisions of the Contract.
- 2.22.5. The Authority shall be entitled to encash the Bid Security in any of the events specified in Clause 2.22.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.6. The Bid Security shall be encashed, without prejudice to any other right or remedy that may be available to the Authority, if:
 - a. a Bidder submits a non-responsive Bid;
 - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

- d. the Selected Bidder fails within the specified time limit:
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Contract; or
 - iii. to furnish the Performance Guarantee within the period prescribed in the Contract.
- e. the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Guarantee.

3. EVALUATION OF BIDS

3.1. Evaluation parameters

3.1.1. Only those Applicants who meet the eligibility criteria specified in Clause 2.3 above shall qualify for evaluation under this Section. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2. The Applicant's competence and capability is proposed to be established by the following parameters: (a) Technical Capacity; and (b) Financial Capacity

3.2. Technical Capacity for purposes of evaluation

3.2.1. Subject to the provisions of Clause 2.3, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "Eligible Projects"):

Category 1: Project experience on Eligible Projects in Inland Waterway and Maritime sector that qualify under Clause 3.2.3

Category 2: NIL

Category 3: Dredging experience on Eligible Projects in Inland Waterway and Maritime sector that qualify under Clause 3.2.4

Category 4: NIL

3.2.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3. For a project to qualify as an Eligible Project under Category 1:

- a. It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis or as license agreements 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 4 crore (Rs. Four crore); and
- d. the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have
 - i. paid for development of the project (excluding the cost of land), and/ or
 - ii. collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, and railway infrastructure, but 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.

3.2.4. For a project to qualify as an Eligible Project under Category 3, the Applicant should have paid for execution of its construction and dredging works or received payments from its client(s) for construction and dredging works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than INR 4 crore (Rs. Four crore) shall not be reckoned as payments/receipts for Eligible Projects. 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 not be included hereunder.

3.2.5. The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6. Subject to the provisions of Clause 3.2.7, an Applicant’s experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 1: Factors for Experience across categories

Categories	Factor
Category 1	1
Category 3	1.25

3.2.7. The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.2.8. 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.

3.3. Details of Experience

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

3.3.2. The Applicants must provide the necessary information relating to Technical Capacity as per format at Annexure IX and X.

3.3.3. The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure IX

3.3.4. A detailed Approach and Methodology and Work plan should be provided as per Annexure IX. The Applicant should also meet all Quality Requirements specified in Annexure X

3.4. Financial information for purposes of evaluation

3.4.1. 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

3.4.2. 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 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3. The Applicant must establish the minimum Net Worth specified in Clause 2.3.1 (B), and provide details as per format at Annexure X.

3.5. Qualification of applicants

3.5.1. The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium, to ascertain that the applicants meet the qualification criteria stipulated in 2.3

3.6. Opening and Evaluation of Bids

3.6.1. The Authority shall open the Bids at the specified time and venue in the presence of the Bidders who choose to attend.

3.6.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause 3.

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

3.7. Tests of responsiveness

3.7.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- a. it is received as per the format as per the Annexures
- b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14;
- c. it is accompanied by the Bid Security as specified in Clause 2.1.7; it is accompanied with a crossed cancelled cheque;
- d. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
- e. it contains all the information as requested in this RFP and/or Bidding Documents in the specified formats;
- f. it does not contain any condition or qualification; and
- g. it is not non-responsive in terms hereof.

3.7.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.8. Selection of Bidder

3.8.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest Fee to the Authority in terms of INR/DWT for the vessel traffic at the National Waterway-28 shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, shall stand cancelled.

- 3.8.2. In the event that two or more Bidders quote the same amount of Fee (the “**Tied Bidders**”), the Authority shall identify the Selected Bidder by conducting re-bidding among the Tied Bidders, which shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend. For the avoidance of doubt, only the bids which quote a higher bid than the tie bid shall be considered.
- 3.8.3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance, the bid security of the Highest Bidder shall stand revoked. The tender shall also stand cancelled in such instance.
- 3.8.4. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with the confirmation of extension of the Bid Security. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, encash the Bid Security of such Bidder; and the next eligible Bidder may be considered.
- 3.8.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall incorporate the SPV to act as the Contractor in case of consortium and cause the Selected Bidder/ SPV to execute the Contract within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation or modification in the Contract.
- 3.8.6. Selected Bidder shall sign the Contract, as provided in Annexure X, within 30 (thirty) days from the date of issue of the LOA.

3.9. Contacts during Bid Evaluation

- 3.9.1. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration. It is clarified that the Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders.

4. FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise.

Without prejudice to the rights of the Authority under Clause 4 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, or otherwise if a Bidder or Contractor, as the case may be, 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, or after the issue of the LOA or the execution of the Contract, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, 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 practices, as the case may be.

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

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions

of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. All disputes triable by a Civil Court shall be initiated only in Noida.

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

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

ANNEXURES

Annexure I: About the Project

1. Inland Waterways Authority of India (IWAI/ the Authority) is a statutory body under the Ministry of Ports, Shipping and Waterways, Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways of the country under the purview of the IWAI Act 1985. In March 2016, the Government of India, in addition to the existing five National Waterways, declared 106 new National Waterways by the National Waterway Act, 2016. A total number of 13 National Waterways either pass through or are in the state of Maharashtra.
2. Inland Water Transport (IWT) has the potential to become an economic, reliable, safe and environment friendly mode of transport as compared to other modes of transport. When developed for use by modern inland waterway vessels, it can help in reducing the significant investment needs of rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and increased economies of scale, significantly reducing transport costs for the benefit of the entire economy and India's global trade competitiveness. India with a huge network of rivers and interconnecting canals can be an ideal place for an efficient inland waterways system as it has multifarious advantages and is the cheapest mode of transportation.
3. IWAI has undertaken various interventions for the development of NWs that include construction of multimodal terminal, setting up of floating terminals at various locations, setting up of RIS services, provision of Ro-Ro services, dredging across the national waterways.
4. As a result of these efforts, the overall cargo movement on National Waterways has increased from 72.3 million metric tonnes (MMT) in FY 2018-19 to 126.15 MMT in FY 2022-23 with a CAGR of 14.93% in last 4 years.
5. Out of 126.15 MMT cargo movement in FY 2022-23, around 63 MMT cargo movement happened through waterways in the state of Maharashtra duly accounting for ~49% of cargo movement across the country.
6. Accordingly, IWAI intends to undertake Maintenance Dredging for Capacity Augmentation of NW-28 on OMM basis

7. Projected Traffic on NW-28 (MT):

Commodities	2023	2033	2043	2053
Coal	0.5	1.1	2.3	4.1
Total	0.5	1.1	2.3	4.1

8. Projected Vessel Traffic on NW-28 (DWT)

Vessel traffic on NW-28 is expected to increase to 3.3 mn DWT by 2047

Daily requirement of vessel	2023	2024	2025	2026	2027	2037	2047
1,000 DWT (Ro-Ro) (Nos)	-	3	3	3	3	6	11
Annual DWT (In Million)	-	0.9	0.9	0.9	0.9	1.8	3.3

9. **Project Site:** From Ch. 0.0 km to Ch. 21.0 km for National Waterway-28 (NW-28) From Ch. 0.0 km at Arabian Sea at Dabhol Lat 17°34'51"N, Lon 73°09'18"E to Ch. 21.0 k (17° 34' 2.55", 73°28' 54.1164"for National Waterway-28 (NW-28)

10. The scope of work for Maintenance Dredging on NW-28:

- i. The Contractor shall mobilize resources like dredger, equipment, etc. at its cost for maintaining the assured depth of 5 m and channel bottom width of 100 m with a side slope of 1:5 in the entire stretch during the entire contract period of 30 years as per Project Facilities and Services. The stretch between from Chainage 0.0 km to 21 Km, may have to be dredged for which the shoal length is about 6300m with an estimated quantity of 3.5Lakhs Cu. M. that may have to be undertaken by mean of appropriate equipment and methodology.
- ii. The Contractor shall provide physical proof of Dredging quantity on dredging on the Project Site. The actual quantities dredged during execution of work shall be based on the pre & post dredging surveys to be conducted jointly by IWAI or its nominated representative and the Contractor as given below:.

- Pre & post dredging survey shall be conducted by using Automatic Hydrographic Survey System (AHSS) as per International Hydrographic Organization Standards for Hydrographic Surveys S-44 Edition 6.1.0 Order 1a
 - The equipment, men and machinery for pre & post dredging surveys are to be provided by the Contractor.
- iii. Identify the best course of navigation channel from time to time and remove shoals.
 - iv. Dredging is to be carried out with suitable dredgers with optimal capacity. The Contractor shall submit the DPR with the Dredging Management Plan as per provision of the Contract.
 - v. Maintenance of a navigation channel of 5.0 m depth (below CD) 100m bottom width with side slope of 1:5 throughout the stretch.
 - vi. The maintenance methodology shall be determined by the Contractor taking into account the nature of the river and other environmental characteristics, including the nature, location and size of shoals, and during the contract period.
 - vii. Sufficient number of qualified manpower should be deployed by the Contractor on the dredgers and other equipment and on other works throughout the Contract period at his cost.
 - viii. If the dredger goes out of order, the Contractor shall arrange for suitable replacements.
 - ix. The Contractor shall not be eligible for payment of costs involved in shifting the dredger and its accessories from one location to another location within the project site on NW-28.
 - x. Disposal of dredged materials would be affected into the free stream of the river / on the banks /into the nearby redundant channels at a least distance of 150-200 m from the navigation channel or the designated dredged disposal locations as the case may be.
 - xi. Provide assistance to barge and vessels / crafts movement in the navigation channel during dredging operation.
 - xii. To achieve the LAD of 5.0 m and Channel bottom width of 100 m, the Contractor shall

take into account tolerance of + 1 m from each edge of the channel and tolerance of +30 cm on the depth. There is however, no restriction on maximum width of the channel which may naturally be available and no additional payments shall be admissible to this effect.

Annexure II: Letter comprising the Bid

(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

Chairman
Inland Waterways Authority of India
Head Office,
A-13, Sector - 1,
Noida-201301,
Uttar Pradesh, India

Sub: Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-28 on Operate Maintain and Manage (OMM) Basis

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Contractor on OMM basis 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 Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the RFP document; and
- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals 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 RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFP document.

9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

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

offence that outrages the moral sense of the community.

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

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

13. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Annexure-VI thereof.

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

15. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV as specified in the Contract. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract in respect of Change in Ownership.

16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes technical qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract but prior to COD of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. 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 the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

20. I/ We offer a Bid Security of INR..... (Rupees..... only) to the Authority in accordance with the RFP Document.

21. The Bid Security in the form of a Bank Guarantee is attached.

22. The documents accompanying the Bid, as specified in Clause 2.13 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.

24. The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract, our own estimates of costs [and traffic] and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project, as share of the Authority. The quoted Fee shall be exclusive of applicable taxes which the Contractor will pay over and above Fee payments.

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

26. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract till COD in accordance with the

Contract.}

27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead Member

Annexure IIA: Letter comprising the Financial Bid
(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

Chairman
Inland Waterways Authority of India
Head Office,
A-13, Sector - 1,
Noida-201301,
Uttar Pradesh, India

Sub: Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-10 on Operate Maintain and Manage (OMM) Basis

Dear Sir,

I/ We hereby submit our Bid and seek Fee in form of INR/DWT(in words) for undertaking the aforesaid Project in accordance with the Bidding Documents, the Contract and our Technical Bid. This Fee is inclusive of all types of taxes but excluding Goods & Service Tax (GST).

We acknowledge that the award of Project shall be on basis Fee quoted by us. We hereby confirm that the Financial Bid is unconditional, and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole. Our Financial Bid shall be binding upon us up to expiration of the validity period of the Bid We understand you are not bound to accept any Bid you receive.

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead Member

Annexure III: Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

e-B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “ Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on OMM basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Contract (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR _____/- (Indian Rupees _____ Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of

whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR _____ (Indian Rupees _____ Only).

4. This Guarantee shall be irrevocable and remain in full force for project period 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce

or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to **IWAI Fund**, payable at **Noida, Uttar Pradesh, India** and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____/- (Indian Rupees _____ Only) The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before period stated in Clause 4.

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

Annexure IV: Power of Attorney for signing of Bid

(Refer Clause 2.1.8)

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-28 on Operate Maintain and Manage (OMM) Basis** under the jurisdiction of 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 bidders' 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 Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority.

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, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure V: Power of Attorney for Lead Member of Consortium

(Refer Clauses 2.1.9 and 2.2.1)

Whereas the (the “ Authority”) has invited bids from interested parties for the 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 Proposals and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Annexure VI: Joint Bidding Agreement

(Refer Clause 2.2.1)

(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, 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 Proposal No. xx dated xx.xx.20xx for qualification and selection of bidders for **Maintenance Dredging for assured Least Available Depth for capacity**

augmentation of NW-28 on Operate Maintain and Manage (OMM) Basis

- (b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (c) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.
- (d) **NOW IT IS HEREBY AGREED as follows:**

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 1956 for entering into a Contract with the Authority and for performing all its obligations as the Contractor in terms of the Contract for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract 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 RFP and the Contract, till commencement of operations for the Project is achieved under and in accordance with the Contract.

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party :}

6.2 The Parties undertake that 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 the 5th (fifth) anniversary of the date of commercial operation 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 RFP.

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

7. Representation of the Parties

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

- (a) Such Party is duly 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 Contract, 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

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND 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 VII: Particulars of the Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch offices, if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individuals who will serve as the point of contact/ communication for the 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 Clause 2.2.5(g) 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 Clause 2.2.1}	Percentage of equity in the Consortium {Refer Clauses 2.2.1}
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 V.

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

Name of Applicant/ member of Consortium:

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

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

Annexure VIII: Details of Eligible Projects

(Refer to Clauses 2.3)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning		
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	15	

Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. 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.

3. A separate sheet should be filled for each Eligible Project.
4. 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 and Management Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.2.1 for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annexure IX. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. 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.
12. 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.

13. If the Applicant is claiming experience under Categories 1£ , it should provide a certificate from its statutory auditor in the format below:

<p style="text-align: center;">Certificate from the Statutory Auditor regarding Category 1 projects^Φ</p> <p>Based on its books of accounts and other published information authenticated by it, this is to certify that (<i>name of the Applicant/Member/Associate</i>) is/ was an equity shareholder in (<i>title of the project company</i>) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%[£] of the total paid up and subscribed equity capital) of the project company from (<i>date</i>) to (<i>date</i>)[§]. The project was/is likely to be commissioned on (<i>date of commissioning of the project</i>).</p> <p>We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past five financial years as per yearwise details noted below:</p> <p style="text-align: center;">.....</p> <p>We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFP during the past five financial years were Rs. cr. as per year-wise details noted below:</p> <p style="text-align: center;">.....</p> <p>Name of the audit firm: Seal of the audit firm: (Signature, name and designation Date: of the authorised signatory)</p>
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[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clause 3.2.1 of the RFP.

^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.

[€] Refer instruction no. 10 in this Annex-IV.

[¥] 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)."

14. If the Applicant is claiming experience under Category 3 it should provide a certificate from its statutory auditors or the client in the format below:

<p style="text-align: center;">Certificate from the Statutory Auditor/ Client regarding Category 3 projects ^ϕ</p> <p>Based on its books of accounts and other published information authenticated by it,</p> <p>{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)}^ψ. 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 Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.</p> <p>We further certify that the total estimated capital cost of the project is Rs. cr.</p> <p>(Rupeescrore), of which the Applicant/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past five financial years as per yearwise details noted below:</p> <p>.....</p> <p>.....</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:</p> <p>Seal of the audit firm: (Signature, name and designation of the</p> <p>Date: authorised signatory).</p>
--

[♣] Refer Clauses 3.2.1 and 3.2.4.

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. Ψ In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “ this is to certify that (name of Applicant/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

♦ 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.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, 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 Associate*) is held, directly or indirectly[£], by (*name of Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

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

{*Describe the share-holding of the Applicant/ Consortium Member in the Associate*}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of Date: 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.

16. 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 of Experience Score.

Annexure IX: Technical Proposal: the bidder shall provide the following information for undertaking the project

Form EXP – 10.1 Detailed Dredging Management Plan Approach & Methodology	
Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
Tender No. and title	<i>[insert Tender number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>
To indicate how various activities which will be carried out, to meet the requirements laid down at Annexure I	
SCHEDULE I	
Dredging Methodology	
A. Contractor's Statement of Work Methods	
<p>To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide in the form of a narrative descriptions, sketches and drawings, how the works shall be undertaken.</p> <p>The Statement of Work Methods shall demonstrate the Bidders capability to define, optimize and carry out on a timely basis the physical interventions detailed in the scope of requirements specified in Annexure I.</p> <p>The Statement of Work Methods shall include a mobilization and execution plan that details how the bidder will, on waterway stretch, carry out on a timely basis the following:</p> <ul style="list-style-type: none"> A. Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-28 on Operate Maintain and Manage (OMM) Basis B. An outline proposal on how the Contractor shall minimize environmental impacts especially to sensitive and critical areas including but not limited to reed lands, mud flats, mangrove forests and migratory bird habitats taking into account: C. The requirement for dredging sediment volumes in shallow waterways; disposal of dredged materials and, early detection and quantification of hazardous sediment and its removal; and, D. The requirement to minimize noise, water and air pollution from its own operations. E. An outline Quality Assurance Plan; and, 	

F. A Health and Safety Plan specific to the proposed works.

(b) Contractor's Work Program: A Work Program compiled on a project management software (like MS Project, Primavera or similar) which must clearly show the major project works proposed and the corresponding timeline with the following characteristics:

- Show work stages (Mobilization, Survey, Dredging and Demobilization, etc.) and BOQ Items with the corresponding timeline;
- Show the leading, lagging and critical activities, with linkages to related activities, milestones, key personnel in charge, etc.; and
- Resources (equipment, material, personnel, etc.) plan to achieve the Work Program.

(c) Site Organization and Communications Plans: that clearly provide:

- An overall organization chart;
- A site organization chart;
- Preliminary layout of the Contractor's facilities and equipment;
- Internal Communications Plan;
- External Communication Plan; and
- Navigational protocol to assure free passage for ships during dredging or other works.

Form EXP – 10.2 Detailed Dredger Deployment Plan w.r.t Detailed Dredging Management Plan Approach & Methodology	
Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
Tender No. and title	<i>[insert Tender number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>
To indicate how various Dredgers shall be deployed to meet the requirements explained at Dredging Management Plan and as laid down at Annexure I	

Form EXP – 10.3 Quality Requirements					
Bidder's Name		<i>[insert full name]</i>			
Date:		<i>[insert day, month, year]</i>			
Joint Venture Member Name		<i>[insert full name]:</i>			
Tender No. and title		<i>[insert Tender number and title]</i>			
Page...		<i>[insert page number] of [insert total number] pages</i>			
To indicate the details of the Quality Requirements Change of information after Bid Submission & Opening date shall not be allowed.					
5.1	ISO 9001-2008/2015 Quality management system requirements	Quality management certificate issued by an international standards organization	Contractor Must meet requiremen t	Valid ISO 9001 Certification.	Yes / No – ref

5.3	OHSAS 18001 – Occupational Health and Safety Assessment Series	Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years,	Must meet requirements	Valid OHSAS certificate.	
5.4	ISO 14001:2004/2015 Environmental Management systems	Relevant Environmental management certificate and experience with environmental management systems over the last 2 years,	Must meet requirements	Valid ISO 14001:2004/2015 certificate.	

Annexure X: Financial Capacity

(Refer to Clauses 2.2.2 and 3.4)

(In INR crore)

S.No	Applicant type ^{\$} (1)	Member Code [‡] (2)	Net Cash Accruals (3)					Net Worth [€] Year 1 (4)
			Year 1	Year 2	Year 3	Year 4	Year 5	
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 IX.

[€]The Applicant should provide details of its own Financial Capacity.

Instructions:

- i. 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).
- ii. Net Cash Accruals shall mean Profit After Tax + Depreciation.
- iii. 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).
- iv. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
- v. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
- vi. The applicant shall also provide the name and address of the Bankers to the Applicant
- vii. 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 Clause 2.2.4 (ii)

Annexure XI: Guidelines for e-submission of the Bids

1. The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
3. Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Consultants/Bidders through email id provided.
4. Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
5. Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
6. Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
7. Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
8. After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
9. If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
10. Then the Bidder may log into 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.
11. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
12. From the favourite’s folder, he selects the tender to view all the details indicated.
13. 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.
14. 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 general

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 as specified in Section – III: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

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 sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
16. Bidder should submit the Cost of Tender Document/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer 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 should accept the Terms & Conditions and proceed further to submit the Bid packets.
18. The Bidder has to select the payment option as offline to pay the Cost of Tender Document/ EMD 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 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 automatically rejected.
22. If the price Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
23. 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 online submission of Bids by the

Bidders at the eleventh hour.

24. 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.
25. The Bidder should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
26. 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 these time settings during Bid submission.
27. 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.
28. 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 opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
29. 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.
30. 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.
31. Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
32. Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315

