



ASSAM INLAND WATERWAYS COMPANY LIMITED

CIN: U61100AS2022SGC023303

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Tender Ref. No.. **AIWCL/34/2024/44**

Dated, Guwahati, the 21st Aug'2025

Corrigendum-I

In reference to the tender notification no. **AIWCL/34/2024/41** Date of Issue: **4th August 2025**, for “**Management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company Limited**” certain amendments enclosed as Annexure-A, have been incorporated in the bid document. Bidders are requested to take the note of these amendments prior to the submission of bid. Also replies to Pre-bid queries are attached as Annexure-B.

Enclosed: Annexure-A and Annexure B

(Aditya Vikram Yadav, IAS)
Managing Director

Assam Inland Waterways Company Limited
Ulubari, Guwahati-7

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Corrigendum-I

Annexure -A

Clause Reference	Existing	Modified
ITB 2.9.9 : Bidding Forms	XA, X, XI	Deleted
Annex-A Draft Contract Document, Article 2, 1 6	The Contract hereby granted is for a period of 30 (thirty) years,.....	The Contract hereby granted is for a period of 5+10+15 years,.....
Contract Period		

Annexure -B

Pre Bid Query Replies for "Management and Operation & Maintenance of Gateway of Guwahati Terminal at Guwahati under Assam Inland Waterways Company Limited Procurement" Vide Tender Reference No.: Bid Ref. No.: AIWCL/34/2024/41 Date of Issue: 4th August 2025

Sl No.	Clause No.	Existing Clause	Bidders query/Suggestion	AIWCL Response
1	1.1.1.1	Operation and management of the existing Terminal (GoG) and all the allied activities/facilities/equipment, including, but not limited to, maintenance, major and minor repair of the Terminal, cleaning of berths & passages, operation of equipment such as air-conditioners, public address system, display boards, lightings, parking area, crowd/vehicle management, security, etc. The operator shall be responsible for providing of modernized berthing facilities at the both side of the GoG to facilitate the operation of smaller mechanized Boats.	Please specify 'Major and Minor Repair' – what does this include. How much has been spent on building the full facility by the Govt./Body – Contracting Authority and what type and period of Warranties and Guarantees are in place from the suppliers and vendors utilized for the construction of the Jetty. Normally the Repair and Major Overhaul is the work for the Contracting Authority.	<p>a. The maintenance of the facility, major or minor, shall be the responsibility of the operator.</p> <p>b. The project cost of GoG is Rs 304.92 Crores.</p> <p>c. The project shall be under the Defect Liability Period of one year after formal hand over the project.</p> <p>d. The Formal hand over of the project is in-process and DLP has not started.</p>
2	1.1.1.2	The necessary repairs & maintenance of the existing infrastructure/equipment in the Terminal, including the Annual Maintenance Contract (AMC) of the equipment available at the Terminal such as, baggage scanners, signage, Public Address System, air conditioners, and procurement, installation and maintenance of such other equipment as required, commensurate in GoG, along with necessary or desirable additions, up gradations or modifications.	Please provide complete list and all the Warranties and Guarantees with same and the renewable period and the cost involved in same. Normally with such a large investment done by the Contracting Authority and being on the River Front the wear and tear and depreciation of the Asset are very fast. The Contracting Authority will claim for depreciation so the repair and replacement also to be done by the Contracting Authority who are claiming the Depreciation of the Asset in the books.	<p>a. The prospective bidder can visit GoG to assess about the list of equipment and accessories for inspection on prior permission from the authority.</p> <p>b. The complete list and all the Warranties and Guarantees will be provided to the selected bidder.</p> <p>c. Contractor agency is liable only for the one year DLP period.</p>
3	1.2.6	The bid parameter ("Bid Parameter") shall be the Revenue Share ("Revenue Share") payable by the Operator to the Contracting Authority for managing the terminal and operation of passenger ferry and cargo transportation at the Terminal, lease rent, parking fees, berthing charges, advertisement revenue and other incidental revenue as per the terms and conditions of this RFP and the provisions of the Contract.	<p>'Revenue Share' – Please provide complete break up AA. If Net Revenue Share i.e. after all State/Central Taxes/ Statutory Payments and Obligations.</p> <p>Or</p> <p>BB. If Gross Revenue Share i.e. before any deductions and if this will be on the Gross Receipts</p> <p>For both above AA and BB. Need clarification if the Revenue only relates to items mentioned specifically in Clause 7.10 Tariff 3. Leasing of Commercial Space and 4. Parking Spaces. As we see this is the only two streams which</p>	<p>a. The authority has floated this tender in a bid to secure 'Revenue Share' from all possible streams of business/revenue that is possible as per the extant provision and statutory compliances.</p>

			are being provided by the Contracting Authority to the Bidder, as rest of the collection appears that the Bidder is only the Collecting and coordinating agency?? Please explain in full details with examples.	
4	2.3.1 (b)	In case of a Consortium, the Technical Capacity shall be met by any one of the individual members and Financial Capacity of individual members shall be considered as per the share in the JV/Consortium.	This Should be same as Technical Capacity for JV / Consortium and should be reframed as below. In case of a Consortium, the Technical Capacity shall be met by any one of the individual members and Financial Capacity shall be met by any one of the individual members in the JV/Consortium.	Bid document prevails.
5	7.1	The Concession hereby granted is for a period of 30 (5+10+15) years commencing from Date of Award of Concession during which the Concessionaire is authorized to provide Terminal Facilities and Services as per Scope of work in accordance with the provisions hereof. The Concessing Authority will review the performance of the Concessionaire on completion of the 5th year and shall take a decision to continue the Concession based on the performance of Concessionaire in terms of revenue collection, upkeep and management of the terminal, new activities taken up during the evaluation period for enhancing the revenue, proposed plan for augmenting the revenue generation. Provided that, the Concessing Authority would create a mechanism objectively, in consultation with the Concessionaire during the 2nd year of the period of evaluation and monitor the performance of the Concessionaire.	Period 5+10+15 years – is too little as the Bidder must have free access for minimum period of 20 years at one stretch to plan investments and manpower and efforts so request to amend to minimum to 20+10 years if not more i.e. 30+20 Years in line with other such bids for Airport Terminals and Port Infrastructure Projects.	Bid document prevails.
6	7.10	(i) Applicable Tariff (ii) Levy and Recovery of the Tariff (iii) Collection of Cesses and Charges Other obligations/responsibilities of the Concessionaire: 1. General Passenger Transportation fee: 2. Docking charges for Private vessels:	Please clarify the profit sharing percentile for the Concessionaire.	The authority has floated this tender in a bid to secure 'Revenue Share' from all possible streams of business/revenue that is possible as per the extant provision and statutory compliances.
7.	4.1.1 (b)	Statutory charges payable to Contracting Authority, if any.	Please clarify components of statutory charges.	As per prevailing rules.
8	1.2.9	Operator will be allowed to handle non-riverine cargo; revenue share payable for both riverine and non-riverine cargo.	Please define 'non-riverine cargo' and the approvals required (municipal, traffic, PCBA, Labour, Customs, and Police). Who is responsible for obtaining/maintaining these approvals? Request single-window facilitation by AIWCL.	The definition will be governed through industry practice. Kindly refer Annexure –XI of the draft contract agreement for the list of applicable permits and clearances.

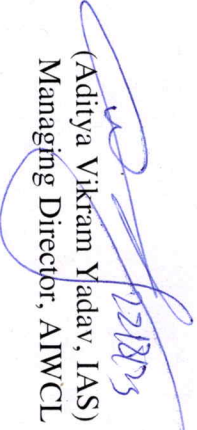
9	1.2.10	Operator entitled to levy, charge and appropriate a User Fee from users in consultation with the Contracting Authority; quantum and range decided in advance as per Contract.	Request the draft tariff schedule/band, methodology for fixation, and indexation formula (e.g., WPI/CPI annual revision). Also clarify whether the Operator can introduce promotional tariffs within the approved band and the process for tariff changes.	Kindly refer Annexure –XII of the draft contract agreement for the rate notification.
10	Article 4 – Performance Guarantee	“The Performance Guarantee shall be 10 Crore.”	Given the O&M/management nature and revenue-share model, we request revising the Performance Guarantee to a % of the estimated annual contract value/gross revenue (e.g., 3%–5%) or a fixed cap of ₹2.5 Cr. aligned with DoE (MoF) OMs (GFR Rule 171(i) – PS 3%–10%) and current best practice. Also allow split BGs and insurance surety bonds, and stage-wise reduction linked to performance.	Bid document prevails.
11	Article 4(b)	PG to be valid from COD till six months after completion of Contract Period; restore on part encashment.	Please clarify whether Performance Guarantee value reduces proportionately in later years and at the time of term extensions (5+10+15). Also confirm acceptance of annual renewal BGs instead of a single long-tenor instrument.	Bid document prevails.
12	Definitions – Gross Revenue (bb)	Gross Revenue includes amounts received by affiliates and third parties contracted by Operator.	Please clarify treatment of third-party pass-through, reimbursements, and out-of-pocket recoveries. Confirm that statutory levies (GST), security deposits, interest on deposits, electricity/water recoveries at cost, and insurance claim proceeds are excluded from Gross Revenue.	Bid document prevails.
13	7.1; Article 1.6	Concession Period from Date of Award (p.30) v/s Contract Period from COD (p.63).	Request a clear definition of Appointed Date and COD. Please specify timelines and Conditions Precedent on AIWCL (asset handover, utilities, and statutory approvals) and on Operator, with long-stop dates and relief for delays.	The Contract Period under the assignment shall be in tranches of 5 Years +10 Years+15 Years upon satisfactory performance of the operator the extensions will be made in the aforesaid tranches.
14	7.5–7.6	Handover on ‘as is where is’; AIWCL to provide information in good faith; Operator accepts possession.	Request a detailed and certified asset register with make/model/serial, year, residual life, AMC/warranty status, drawings, O&M manuals, test certificates. Also request a joint condition survey at handover with defects liability rectification by AIWCL or adjustment via capex recovery.	Ambiguity regarding Contract Period shall be treated as above. Bid document prevails
15	6 (extract)	“Provide modernized berthing facilities at both sides of GoG to facilitate operation of smaller mechanized Boats.”	Kindly clarify whether this is a capex obligation on the Operator or AIWCL. If Operator-led, please define technical specs, budget approvals, approvals (IW/AIWRD/Forest), and capex recovery mechanism (tariff uplift, extension, or capex grant).	The Operator shall provide the mentioned facilities for the operation of smaller mechanized boats.

16	7.3 (indicative)	Scope references digital signage/advertisement panels within terminal.	Please confirm exclusive advertising rights within terminal boundary, permissible media formats, municipal taxes applicability, and whether advertising revenue is fully included in Gross Revenue. Provide a terminal layout marking permitted advertising zones.	Bid document prevails
17	7.3; 7.7	References to 'Development of Commercial Shopping & Office Spaces' and 'Tenant Management'.	Please share a floor-wise schedule of areas (carpet & super-built), current occupancy, base rent, escalation, lock-in, CAM responsibilities, electricity metering/tariff, property tax/water charges, and any existing lease encumbrances. Confirm sub-leasing rights and standard lease templates.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.
18	7.3	References to on-site parking.	Please provide parking layout, capacity, ingress/egress pl./i/an and base tariff. Confirm if dynamic/event pricing is allowed within limits, and whether parking revenue is included in Gross Revenue.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.
19	Definitions – Project Site; Scope	Project Site includes building, link spans, berthing pontoons; Operator to provide services entirely at its cost.	Kindly detail existing sanctioned electrical load, DG backup, water supply source, sewage/effluent arrangements, meters' location, and who bears fixed/demand charges. Provide latest utility bills and meter numbers.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.
20	Definitions – Insurance Cover; Article 11	Reference to Insurance Cover.	Please share minimum insurance requirements (property all-risk, third-party liability, Workmen Compensation/ESI, business interruption), minimum limits, and whether assets are insured by AIWCL or Operator. Clarify acceptance of Indian insurers only and policy endorsement requirements.	The operator shall insure the assets of GoG to the amount equivalent to the value of assets which is mentioned above.
21	Scope – Coordination	Stakeholders include IWAI and others for enabling services.	Please confirm AIWCL/IWAI responsibility for maintaining fairway/LAD up to the terminal. Provide target LAD/hydrographic data, and specify relief (revenue share suspension/waiver) for closures due to low water.	The responsibility of the individual stakeholders may be had from their individual website or through the relevant Acts.
22	Force Majeure	Force majeure framework referenced in Contract.	Request explicit inclusion of hydrological closures, government orders, pandemics, riots, and navigational restrictions as Force Majeure. Please specify revenue share waiver and extension of time during Force Majeure.	Bid document prevails
23	Definitions – Independent Expert; Gross Revenue	Independent Expert for monitoring; Gross Revenue for revenue share.	Please specify audit requirements (frequency, auditor qualifications), format for monthly revenue statements, and whether an escrow account is mandated. Request a 45-day payment window post month-end for revenue share with interest caps.	Bid document prevails

24	List of Bidding Forms	Mentions "XA (Checklist of Technical Bid)".	Kindly confirm the correct annexure numbering for the checklist and share the checklist in editable format on the e-tender portal.	Refer to the Corrigendum-I
25	2.3.2 (a)	Experience: terminal services OR vessel O&M (2 years) OR maintaining waterways.	Please confirm whether multiple assignments can be aggregated to meet the experience requirement.	Bid document prevails
26	2.3.2(b)	Annual average turnover of ₹50 Cr in the three years preceding bid due date; for consortium, financial capacity considered as per share.	Please clarify whether weighted aggregation across members is allowed to meet ₹50 Cr and specify minimum share for Lead Member (e.g., ≥51%) and lock-in of shareholding. a. weighted aggregation across members is not allowed. b. For consortium each member shall have minimum 25% share in the consortium. c. Lock-in of shareholding- the shareholding pattern is fixed for the first tranche of the contract period. The operator shall have the flexibility of modifying the shareholding pattern on the elapse of 5 Years of second tranche, subject to the extension of the contract for the second tranche provided the Financial and Technical Capacity of the new member shall meet or exceed the threshold specified in the bid document. The decision of the Contracting Authority in this matter shall be final and binding.	
27	Section-1, Clause-1	Bid Security : INR 25 lakhs	Earlier it was at Rs. 1.00 Cr. Considering that the Project Cost is Rs. 304 Cr, AIWCL may want to keep it at Rs. 1.00 Cr	Bid document prevails
28	Section-1, Clause-1	Contract Period: (5 + 10 + 15) years	Refer Article 2 of Draft Contract Agreement -page 11. Under sub-heading 'Contract Period, please change "10th year" in line 5 to "5th year"	Refer SI No. 13 above.
29	Section-1, Clause-4	Bidders are required to submit Processing Fee of Rs. 5,000 (Rupees Five Thousand) in online mode in https://assamtenders.gov.in	We have already submitted the said tender fee in the cancelled tender. Request advice if the same to be submitted again - considering that the tender was cancelled for 'administrative reasons' by AIWCL.	Bid document prevails.
30	1.1.1.2	the necessary repairs & maintenance of the existing infrastructure/equipment in the Terminal, including the Annual Maintenance Contract (AMC) of the equipment available at the Terminal such as, baggage scanners, signage, Public Address System, air conditioners, and procurement, installation and maintenance of such other equipment as required. Also to be read along with Clause 7.7(a)(ii)(a) on page 33	List of equipment that are being provided and copies of the AMC already signed with OEMs. Also, what are the R&M schedule OR Preventive Maintenance Schedule (PMS) of the various equipment and structures (especially floating structures) taken in to account at the time of construction of the facility.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.
31	2.3.1. (c)	The Bidder shall provide the Contracting Authority with a detailed plan for operations and details of terminal operations	Same shall only be made available by the selected bidder. Please refer Article 3.1.e on page 14 and Article 6.2.i on page 20 of Draft Contract Agreement.	The bidder shall submit the detailed plan of operation along with their bid. However, the selected bidder/operator shall revise the Operation Plan upon discussion with Contracting

		as part of its Bid. In case bidder fails to do so, Contracting Authority shall reject the Bid.		Authority within the 30 days of the signing of the contract for review.
32	(viii) Reports	The Concessionaire shall provide to the Concessioneing Authority, monthly report on passenger traffic.	The Concessionaire can ONLY provide details as required for OUTGOING passengers etc. and NOT for incoming passengers.	Bid document prevails.
33	7.7.(b) (ii)	Preferential and Priority Berthing.	Rules and Regulations for priority berthing to be agreed with AIWLC and enforced thereafter.	Bid document prevails.
34	1.1.1.9	Sustainability Initiatives: Implement environmentally friendly practices which are feasible for the Terminal. Also, implement energy-efficient lighting, waste reduction, and sustainable materials management.	Would request AIWCL to install Solar Panels before handing over to Concessionaire.	Bid document prevails.
35			Kindly provide the current insurance value of the property.	Insurance value is as per project cost.
36			The tender specifies the term as 5 + 10 + 15 years. Please clarify the rationale for this structure instead of a continuous 30-year term, as a fixed, long-term period is generally essential for capital-intensive investments and securing bank financing.	Refer SI No. 13
37			Please indicate the approximate monthly electricity cost based on recent usage patterns.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.
38			Kindly confirm the estimated operational expenditure to be incurred by the agency under normal circumstances.	Bidder shall calculate the same.
39			Please specify the provisions, reliefs, or compensations applicable if the ghat becomes non-operational due to Brahmaputra water levels, flooding, or structural changes executed by the government.	Bid document prevails.
40		Bid Security ₹25 lakh. BG validity not less than 180 days from Bid Due Date including 60-day claim period.	Please allow Bid Security via Insurance Surety Bonds in line with DoE guidelines and specify that BG validity equals bid validity plus 60-day claim. Confirm e-submission of scan copies with physical submission post-award only.	Bid document prevails.
41		Revenue share on Gross Revenue; timelines not explicit in RFP body.	Please define due date (e.g., 15th/30th of following month), escrow mechanism, reconciliation process, and allowable set-offs for approved capex/compensation.	Will be finalised with the selected bidder/operator.
42		References to 'both sides of GoG'.	Request geo-referenced boundary plan (KML/SHP) and coordinates for terminal footprint on both banks, including approaches/roads and right-of-way. Kindly share approved master plan drawings and land ownership/encumbrance details to validate against public maps.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.

43		User Fee to be fixed in consultation with AIWCL.	Please confirm whether exemptions/discounts (e.g., government events, emergency services) are mandated and how the Operator will be compensated for such waivers.	This is a Revenue Sharing model.
44		Contract allows encashment of PG on defaults.	Please include a clear termination payment formula (e.g., fair value of unamortized capex, arrears, and working capital) for AIWCL default/Force Majeure and a cure period of at least 90 days for monetary defaults.	Bid document prevails.
45		Change in Law referenced.	Please provide change-in-law relief including pass-through of incremental taxes/levies impacting O&M and a mechanism to adjust tariff or revenue share accordingly.	Bid document prevails.
46		Mentions fully automated Wi-Fi campus.	Kindly define minimum IT stack (access control, CCTV storage days, e-ticketing, POS, visitor management) and data retention/ownership. Confirm integration with IWA I Vessel Tracker app and data-sharing protocols.	To understand the project better, the interested bidders shall obtain necessary permission to visit the site.
47		Arbitration not explicitly detailed in visible sections.	Please specify dispute resolution mechanism (conciliation, arbitration), seat (Guwahati), language, and institutional rules (e.g., ICA/ARBITRATION & CONCILIATION ACT).	Bid document prevails.
48		General references to Applicable Laws.	Please clarify GST position on revenue share (royalty) and whether TCS/TDS applies; confirm that revenue share is computed on pre-tax gross revenues but paid net of TDS as per Income-tax Act with gross-up where applicable.	Bid document prevails. Revenue share to the Contracting Authority shall be computed on gross revenue.


 (Aditya Vikram Yadav, IAS)
 Managing Director, AIWCL