

S.No.	Page No.	Clause No.	Text provided in RFQ	Queries with justification (if any)	Responses
1.	7	1.1.1	The project cost ("Project Cost") of the terminal is approximately INR 210 crore.	It is requested to kindly provide the <b>details of the project component with cost</b> as it will be helpful for bidders. The present status of the project may also be indicated.	Refer Annexure I.
2	9	1.2.10	The Base Rate (in INR per MT) may be defined by the Authority in the Bidding Documents for key cargo categories such as bulk, break-Bulk, containers and liquid cargo etc.	We understand that operator will be entitled to charge tariff as per market rate. Authority will not fix the tariffs, it will only fix the base rate. <b>Kindly confirm our understanding.</b>	Clause 1.2.10 is regarding setting of base rate for bid parameter which is royalty per MT. As per chapter V, clause 17 (1) of The Inland Waterways Authority of India Act, 1985 - The Authority may, with the previous approval of the Central Government, levy fees and charges at such rates as may be laid down by regulations made in this behalf for services or benefits rendered in relation to the use of the national waterways for the purposes of shipping, navigation, infrastructural facilities including facilities for passengers and facilities relating to the berthing of vessels, handling of cargoes and storage of cargoes.  Hence, authority will propose a ceiling tariff as per agreed KPIs. However, the contractor will have the flexibility to set the tariffs within the ceiling tariff range. Ceiling tariff will be a part of the bidding documents.
3	9	1.2.11	The Project shall be awarded to the Bidder quoting the highest additional fee in percentage terms. The Bid Parameter shall be quoted in 2 decimals, for instance, 9.87%. If the Base Rate, say, for bulk cargo is INR 100 per MT and the winning bidder has quoted an additional fee of 9.87%, the Royalty payable by the Operator to the Authority shall be INR 109.87 per MT. The exact details shall be clarified in the Bidding Documents.	Kindly clarify, how the project will be awarded in case any two bidders quote same value?	The decision will be taken by the authority on Best and Final offer basis. The details of the same will be communicated during bidding stage.
4	10	1.3	Application Due Date – 05 July 2018	Kindly note that, many documents are required to be collected, verified and need to be attested by statutory auditors. It is difficult to complete the process in such a short duration. Therefore, it is <b>requested to extend the Application Due Date minimum by 20 days.</b>	Applicants to refer timelines as per revised RFQ.
5	14	2.2.2 (b)	The Applicant shall have a minimum Net Worth ("Financial Capacity") of INR 150 crore (INR one hundred and fifty crore) at the close of the financial year immediately preceding the Application Due Date.	Audited report for 2017-18 (which is close of the financial year immediately preceding the Application Due Date) is still under preparation. <b>Therefore, in view of above it is requested to kindly allow last financial years certificate for consideration.</b>	Accepted.
6	14	2.2.3	The Applicant, or the Lead Member in case of a Consortium, shall have, either by itself or through its Associate, an experience of 7 (seven) years or more O&M of Eligible Projects, which have an aggregate capital cost equal to 50% (fifty percent) of the Project Cost	Kindly clarify what will be considered as Project Cost in annual report – <b>Assets Value (Non-depreciated or depreciated) as per latest audited report or Equity</b>	The project cost shall be the invested capital for the duration of the project.
7			General	We think marketing is the key element to the entire project and RFQ document is completely silent on this. Kindly clarify who will have the marketing responsibility for the project?	The marketing responsibility shall lie with the contractor.
8	14, 15	2.2.4 (a)	a.) Certificates from its statutory auditors or the concerned clients stating the payments made/ received or works commissioned, as the case may be, during the past (five) years in respect of the Eligible Projects specified in paragraph 2.2.2 (a) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client;	We understand that, in case company has standalone audited financial reports of all its subsidiaries for 2 years and consolidated report for 3 years (after inclusion of subsidiaries in parent company), experience from all its subsidiaries will be considered for qualification. <b>Kindly confirm our understanding.</b>	Experience from subsidiaries shall be considered. However, it should fulfil the condition regarding minimum equity share as mentioned in revised RFQ

9	29	3.2.5	Subject to the provisions of Clause 3.2.6, an Applicant's O&M experience shall be measured and stated in terms of a score ("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 3.2.5 below. In case, the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated	<b>Kindly clarifies with appropriate examples</b>	Participants clearing the minimum qualification criteria would be allowed to participate in the "Bid stage". Refer revised RFQ.
10	62-64	Annexure XI	Brief Description of Ramnagar Multimodal Terminal at Varanasi	1. The exact role of the Operator needs to be indicated in greater detail. 2. Has any estimate been made of the cost to be incurred by the Operator in operating and maintaining the Terminal. What is the mode the recovery of his costs?	1. Refer revised RFQ. 2. The applicants shall carry out their own due diligence.
				1. Does he have operational freedom in fixing and revising his charges? 2. What are the traffic projections and commodities anticipated to be handled? 3. Kindly share the copy of the Feasibility report/ DPR.	1. Refer response to S.No. 2 above. 2. For market assessment and traffic projections: (a) Refer to link - <a href="http://iwai.nic.in/showfile.php?lid=932">http://iwai.nic.in/showfile.php?lid=932</a> (b) Refer Annexure III 3. DPR shall be shared with applicants who qualify for bid stage.
11	42-43	Annexure IV	Annexure IV deals with Financial Capacity of the Applicant. The Table requires information on Net Cash Accruals for the preceding three years.	The Applicant may be allowed to submit the details of net cash accruals /balance sheets/financial statements/Audited annual Reports etc for the years 2014-15, 2015-16 and 2016-17.	Accepted.
12	7	1.1.7	The expansion of the Terminal would comprise Phase 2 which is outside the scope of the current Project. There shall be a separate bid process for Phase 2.	Please confirm the planned timelines for Phase 2.	As the scope has been changed based on the request from the participants of the pre-bid meeting. Designing, financing, developing, operating and managing of Phase 2 shall be in the scope of contractor. The further details regarding Phase 2 shall be provided in the bidding document.
13	7	1.1.8	The SPV for Phase 1 shall have the Conditional Right of First Refusal ("CROFR") in the bid processes for Phase 2 of the Terminal and a Multimodal freight village ("Freight Village") being proposed to be developed close to the Terminal. In the event, the SPV participates in the bids and is not the successful bidder but its bid is within the range of 10 (ten) percent of the most competitive bid received, the SPV can enforce the CROFR by matching the first ranked bid in terms of the selection criterion, subject to the condition that the SPV has satisfactory performance without any material default under the OMT Agreement at the time of exercising the CROFR. A material default is one that entitles the Authority to suspend its obligations and/ or terminate the OMT Agreement. The provisions of the CROFR shall cease to have effect upon the expiry of the OMT Agreement Period for Phase 1.	1. Please explain if our understanding is correct: a) Highest Bidder for Phase 2- 30% b) Bid for Phase 2 by the SPV of Phase 1 - 21%  Since the difference between bid of SPV and the highest bidder is within 10% range the successful bidder can enforce the CROFR  2. We request that the CROFR should apply to all future expansions	1. 10% range refers to 10% of 30% in the quoted example. This implies that the successful bidder for phase 1 bid has to be within 27% to 30%.  2. No Change. RFQ conditions shall prevail.

14	8	1.2.2(a)	The Applicant along with the application shall pay to the Authority a sum of INR 21,000 (INR Twenty One Thousand) as the processing fee of the RFQ document ("Document Fee") in the form of a demand draft, issued by a scheduled Indian bank in favour of 'IWAI Fund' payable at Noida, Uttar Pradesh, India.	Normally a scheduled bank is accepted and the Authority may please amend "Indian bank" to "Scheduled bank"	Accepted. "Scheduled Indian bank" may be read as "Scheduled bank".
15	8	1.2.5	At the end of the Qualification Stage, the Authority would announce a list of 6 (six) shortlisted applicants, who shall be issued the RFP for the Bid Stage. In the event, one or more of the Bidders do not procure the Bidding Documents, the Authority reserves the right to include other applicants into the pool of the shortlisted applicants for the Bid Stage.	The Authority may please advise how the ranking of the top 6 bidders will be determined given the provisions of clause 2.2.2 and clause 2.2.3	All applicants satisfying the minimum qualification criteria as stipulated in RFQ, shall be considered for the Bid Stage.
16	9	1.2.10	The Selected Bidder shall pay a Royalty ("Royalty") in terms of INR per metric ton ("MT") of cargo handled at the terminal to the Authority. The Royalty shall be the sum of Base Rate ("Base Rate") and Additional Fee ("Additional Fee"). The Base Rate (in INR per MT) may be defined by the Authority in the Bidding Documents for key cargo categories such as bulk, break-Bulk, containers and liquid cargo etc. The bidding parameter ("Bid Parameter") may be the Additional Fee in percentage terms to be paid over and above the Base Rate to the Authority.	1. The Authority may please advise on the Tariff that the Operator may charge. 2. We request the Authority to change the royalty per ton to a Revenue Share.	1. Refer response to S.No. 2 above. 2. No change. RFQ conditions shall prevail.
17	9	1.2.12	The OMT Agreement period shall be for 30 years from the date of signing of the OMT agreement ("Appointed Date").	1. The Authority may please confirm that the Project will be completely ready for Operation on the "Appointed date". Commercial operations date may be considered since there will be CP's to be met by both parties. 2. There should be a provision for extension of 2 periods of 10 years each provided the Operator has met all the conditions of the Agreement 3. The OMT contract period should be automatically extended in case of force majeure events. 4. Further, force majeure should include event of reduction in traffic by more than 60% for continuous period of 2 years.	1. Accepted. The "COD (Commercial Operation Date)" and "Appointed Date" would be different. Refer revised RFQ for further details. 2. Extension shall be provided. Conditions of extension shall be a part of the bidding document. 3. Extension shall be provided in case of force majeure events. The affected party shall be granted by authority an extension of time specified in the Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Agreement Period by the Concessioneing Authority in appropriate cases if permissible under Applicable Law.
18	9	1.2.13	The Operator shall pay Royalty to the Authority for the period commencing from the 3rd (third) anniversary of the Appointed Date till the end of Agreement Period or on termination whichever is earlier.	The Authority should consider the payment for Royalty from the 5 <sup>th</sup> anniversary of Appointed Date instead of 3 <sup>rd</sup> anniversary	The Contractor shall pay Royalty to the Authority for the period commencing from the 4th (fourth) anniversary of the COD till the end of Agreement Period or on termination whichever is earlier. Refer revised RFQ.
19	10	1.3	3. Authority response to pre application queries latest by 29 June 2018 4. Application Due Date 05 July 2018	It is normal that at least a time period of 15 days is given after the response to queries for submission of Application. Given that this is a global tender and would require international certification by Auditors etc. we request the Authority to give submission time of 15 days post response to queries.	Refer response to S.No. 4 above.

20	14	2.2.2 (a) (i)	Collected and appropriated revenues from Eligible Projects in Category 1 and Category 2 specified in Clause 3.2.1, such that the sum total of the above is more than INR 200 crores (INR two hundred crore) per annum ("Threshold Technical Capacity");	Please confirm that the amount of INR 200 crores is applicable for each year and not the aggregate of past 5 years.	Sum of collected and appropriated revenues from Eligible Projects shall be more than INR 200 crores per annum for any 1 (one) year during past 5 (five) years. Refer revised RFQ.
21	14	2.2.2 (a) (ii)	An experience providing seaport terminal (containers, dry bulk, liquid bulk or general cargo)/ CFS/ ICD/ inland waterway terminal (containers, dry bulk, liquid bulk or general cargo) services and should have handled at least 1,000,000 (one million) MT of cargo or 100,000 (one hundred thousand) Twenty Foot Equivalent Units ("TEUs") per annum.	1. Please confirm that a self certificate from the Applicant is sufficient. 2. Please confirm that the experience required for clause 2.2.2 (a) (ii) has to be for the same terminals as 2.2.2(a)(i)	1. Certificate from statutory auditor may be provided to justify volume requirements as per clause 2.2.2 (a) (ii). 2. No, it is not necessary and experience required for clause 2.2.2 (a) (ii) and 2.2.2(a) (i) can be for different terminals. However, all the projects need to qualify as eligible projects.
22	14	2.2.3	Operation and Maintenance ("O&M") Experience: The Applicant, or the Lead Member in case of a Consortium, shall have, either by itself or through its Associate, an experience of 7 (seven) years or more O&M of Eligible Projects, which have an aggregate capital cost equal to 50% (fifty percent) of the Project Cost	This clause is unclear as the O&M experience is being judged for 5 years as per 2.2.2(a) and 2.2.4(a). Please advise how 2.2.3 criteria is to be satisfied  This clause needs to be read with clause 3.2.1 and the auditors certificate to be provided under Annexure V, clause 13 "requires the capital cost to be given only for previous 5 years". The Authority may please clarify whether the requirements of clause 3.2.3. is in addition to the requirements under clause 2.2.8. If it is an addition:  1. The Authority may please provide or confirm on what basis or certificate this information needs to be provided.  2. The Authority may please confirm that the capital cost incurred can be prior to the period of 7 years as specified in this clause.	The clause has been suitably modified. Refer revised RFQ for the same.
23	15	2.2.6	The Selected Bidder 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 OMT Agreement, to be entered into between the Contractor and the Authority in the form provided by the Authority. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:	Is it compulsory for an Applicant who is not a consortium to form an SPV. Can the Applicant carry out the OMT by itself.	It is compulsory for an applicant to form a SPV. However, the OMT can be carried out by the applicant under the name of SPV.

24	22	2.12.2	The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide 2 (two) USB pen-drives containing soft copy of the Application. In the event of any discrepancy between the original and the copy, the original shall prevail.	Please confirm the softcopy to be in PDF format	Yes, confirmed. Procurement process for bidding documents to be made available online for interested applicants. Refer revised RFQ for details.
25	22	2.12.3	The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed.	Please confirm that the Copy of Memorandum and Articles of Association and the Copies of Applicant's duly audited balance sheet and profit and loss account, will not be required to be initialed on every page and initialling the cover page will suffice	Yes, confirmed.
26	25	2.17.8	In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.	Please confirm that the Authority will seek clarification in terms of clause 2.20.1 from the Applicant before determining that the Eligible Project is "incorrect or erroneous".	The authority shall not seek clarification from the applicant.
27	26	2.18	Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.	The Authority may confirm that its retained professional advisor is also bound by this Confidentiality clause.	Agreement between IWAI and its professional advisor already includes confidentiality clauses.
28	26	2.19 (g)	It contains certificates from its statutory auditors <sup>3</sup> in the formats specified at Annexures-I - VI of the RFQ for each Eligible Project;	The Authority is requested to confirm that Annexure V - Clause No. 14 - Page 47 - 'Certificate Regarding Associate' can also be issued by Company Secretary as it is mentioned in the certificate format and is also the normal practise.	Yes, confirmed.

29	37	Annexure I Point 18	I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.	This may be deleted by the Authority or may need to be further explained on how it is to be satisfied in the RFQ submission.	The clause has been suitably modified. Refer revised RFQ for the same.
30	39	Annexure II Point 7	A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):	The Authority may confirm that such information needs to be provided only in terms of clause 2.8 where an order has been passed. No list of ongoing litigations is required unless it is a 'material breach'	All ongoing litigations as per Annexure II point 7 will be required.
31	41	Annexure III Note	\$\$ For conversion of US Dollars to INR, the rate of conversion shall be INR 68 (sixty five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on 6 July, 2018, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.	1. The amount in Figures 'INR 68' and amount in words 'sixty five' do not match. The Authority may please confirm the correct rate of conversion. 2. It is not possible to use the conversion rate of July 6, 2018 which is the current date of submission of RFQ. We request that the date of July 6, 2018 be considered. This will give due time and also ensure that certificates can be appropriately issued by overseas auditors.	1. The rate of conversion to be considered in INR 68 (Rupees Sixty Eight). 2. Refer response to S.No. 4 above.
32	46	Annexure V Point 13 - certificate format	We further certify that the total estimated capital cost of the project is INR. .... cr. (INR .....crore), of which INR. .... cr. (INR ..... crore) of capital expenditure was incurred during the past 5 (five) financial years as per year-wise details noted below:	1. Please delete since there is no score being given for capital cost incurred in the last 5 years. A revised format of certificate may please be urgently circulated 2. If the certification is to satisfy clause 2.2.3 then the certificate may also need to be amended.	The clause and form has been suitably modified. Refer the revised RFQ.
33	62	Annexure XI	Brief Description of Ramnagar Multimodal Terminal at Varanasi	1. Please confirm whether the construction of connecting road (650 m) is already completed. If not, please clarify that IWAI would will be responsible for the road development? Further, what is the expected completion date. 2. The contract period should be extended in case construction of terminal and link road is not completed by Nov 2018. 3. Please clarify that IWAI would provide rail connectivity to the terminal. Further clarify the timelines for providing such connectivity.	1. The connecting road is under construction and the responsibility of IWAI. It is expected to be completed before "Appointed Date" of the operator. 2. It shall be condition precedent and contract period will start after commercial date of operation. 3. IWAI is responsible for providing rail connectivity. Rail connectivity would require 24 months from the time the contract is awarded for construction of railway line.

34	62	Annexure XI Point 3	Under JMVP, three Multimodal terminals are being constructed at Varanasi, Sahibganj and Haldia. The details of the Ramnagar Multimodal Terminal at Varanasi are as following:	<p>1. A scale drawing of the area may please be provided.</p> <p>2. Please provide a survey map of the site showing the 5.59 Ha area under Phase 1.</p> <p>3. Also, please provide a map of location of Phase 2 and the Freight Village.</p> <p>4. Further, please confirm if the land is acquired and under possession of IWAI. Also, please confirm if the land is free from encroachment and has clear title.</p> <p>5. Capacity calculations of how the capacity has been determined may please be provided.</p> <p>6. Market/traffic studies may please be provided.</p>	<p>1. Refer Annexure II.</p> <p>2. The survey map would be provided to the selected bidder.</p> <p>3. Refer Annexure II.</p> <p>4. The land is acquired and under possession of IWAI for phase 1 only.</p> <p>5. The calculations for determining the capacity shall be provided with DPR during bid stage.</p> <p>6. Refer response in S.No. 10 above.</p>
35	62	Annexure XI	Brief Description of Ramnagar Multimodal Terminal at Varanasi	Will the IWAI reimburse expenses towards major repairs and maintenance works in the terminal as undertaken by operator during the contract period?	IWAI shall not bear any expense towards repairs and maintenance works.
36	63	Annexure XI	Brief Description of Ramnagar Multimodal Terminal at Varanasi	<p>1. Will the operator be allowed to create charge on terminal facilities for the purpose of raising financing?</p> <p>2. At what charge rate will the water and power be available to the terminal?</p> <p>3. Will the terminal operator be required to pay any other charges / tariff / fee to IWAI or state government or any other agency during the operations period?</p>	<p>1. No, the Contractor would not be allowed to create charge on terminal facilities.</p> <p>2. The charge rate shall be billed to the SPV directly by the relevant departments.</p> <p>3. The terminal operator need to pay royalty to IWAI. Any other charges / tariff / fee, apart from royalty, to IWAI or any other statutory body shall have to be paid as applicable.</p>
37	63	Annexure XI Point 4	The Least Available Depth (LAD) along stretches of NW-1 are as follows:	<p>1. Please confirm that the drafts will be available at all times along NW1.</p> <p>2. Please provide the depth alongside and the high water line.</p>	<p>1. IWAI has started dredging under Jal Marg Vikas Project (JMVP) to provide LAD ranging from 3m to 2.2m ranging from Haldia to Varanasi through assured depth and mix and match dredging contracts to ensure availability of LAD.</p> <p>2. LWL - RL + 73.90 m HWL - RL + 58.22 m</p>
38	64	Annexure XI End		<p>IWAI may please clarify in further detail on</p> <p>(1) Road connectivity till terminal gates</p> <p>(2) Rail facility can be used by the operator of terminal 1</p> <p>(3) Provision of water and electricity</p> <p>(4) Right of the successful bidder to install additional equipment</p> <p>(5) Warranties on the civil construction and equipment.</p>	<p>1. External road connectivity with NH-7 and interal road connectivity till the berth will be provided by IWAI.</p> <p>2. Proposed rail facility will be available for use by the contractor</p> <p>3. The authority will provide trunk infrastructure for water and electricity</p> <p>4. The successful bidder will have rights to install any additional equipment at his own cost with prior approval of IWAI</p> <p>5. 12 months after the completion of civil construction and supply of equipment.</p>
39				IWAI should incorporate OMT of waterway terminals at Sahibganj, Haldia and Kolkata (terminal to be selected) as part of this bid. This is essential for the commercial viability of the terminal. <sup>1</sup>	No change. RFQ conditions shall prevail.
40	9	1.2.13	The Operator shall pay Royalty to the Authority for the period commencing from the 3rd (third) anniversary of the Appointed Date till the end of Agreement Period or on termination whichever is earlier.	<p>A. Will any prorated fees need to be paid?</p> <p>B. Any fees to be paid in the first 3 years?</p>	Contractor shall not pay any royalty to the authority in the first 4 years. Any other statutory cost shall have to be paid. Refer revised RFQ for the same.

41	17	2.2.11	...the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be conclusive and binding on the Applicant.	A. When does the application to the national security council have to be made? B. How is the Bid Security affected if not approved by the authority?	1. Names of qualified international companies shall be sent to the MHA (Ministry of Home Affairs) by IWAI for necessary clearances. 2. The bid security shall be returned by the authority within a claim period of sixty days after clearance from MHA. Refer RFQ clause 1.2.7.																																																																						
42	62	Annexure XI, Point 2	2. The implementation of the Jal Marg Vikas Project (JMVP) for capacity augmentation of navigation from Haldia to Varanasi on NW-1 (1390 km), at an estimated cost of INR 5,369 crores, was approved by the Union Cabinet on 3 Mar 2018. The duration of the project is six years from 2016-17 to 2021-22. JMVP receives technical and financial assistance from the World Bank.	Since the augmentation will be completed in 2022 but the terminal construction is expected to complete by end of 2018, are vessels still able to navigate the route till 2022?	As per the dredging management plan for NW-1, following are the stretches and assured depths in NW-1. <table border="1"> <thead> <tr> <th>S.No</th> <th>From</th> <th>To</th> <th>Length (km)</th> <th>Basis</th> <th>LAD Width</th> <th>LAD Depth</th> </tr> <tr> <th colspan="5"></th> <th>Year 1 &amp; 2/Year 3-5</th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Tribeni</td> <td>Farakka</td> <td>351</td> <td>Quantity based</td> <td>45/45</td> <td>3</td> </tr> <tr> <td>2</td> <td>Farakka</td> <td>Kahalgaon</td> <td>146</td> <td>Assured Depth</td> <td>35/45</td> <td>3</td> </tr> <tr> <td>3</td> <td>Kahalgaon</td> <td>Sultanganj</td> <td>50</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Sultanganj</td> <td>Mahendrapur</td> <td>74</td> <td>Assured Depth</td> <td>35/45</td> <td>3</td> </tr> <tr> <td>5</td> <td>Mahendrapur</td> <td>Barh</td> <td>71</td> <td>Assured Depth</td> <td>35/45</td> <td>3</td> </tr> <tr> <td>6</td> <td>Barh</td> <td>Doriganj</td> <td>109</td> <td>Mix and Match with IWAI Dredgers</td> <td>35/45</td> <td>2.5</td> </tr> <tr> <td>7</td> <td>Doriganj</td> <td>Ghazipur</td> <td>178</td> <td>Mix and Match with IWAI Dredgers</td> <td>35/45</td> <td>2.5</td> </tr> <tr> <td>8</td> <td>Ghazipur</td> <td>Varanasi</td> <td>133</td> <td>Assured Depth</td> <td>35/45</td> <td>2.2</td> </tr> </tbody> </table>	S.No	From	To	Length (km)	Basis	LAD Width	LAD Depth						Year 1 & 2/Year 3-5		1	Tribeni	Farakka	351	Quantity based	45/45	3	2	Farakka	Kahalgaon	146	Assured Depth	35/45	3	3	Kahalgaon	Sultanganj	50				4	Sultanganj	Mahendrapur	74	Assured Depth	35/45	3	5	Mahendrapur	Barh	71	Assured Depth	35/45	3	6	Barh	Doriganj	109	Mix and Match with IWAI Dredgers	35/45	2.5	7	Doriganj	Ghazipur	178	Mix and Match with IWAI Dredgers	35/45	2.5	8	Ghazipur	Varanasi	133	Assured Depth	35/45	2.2
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3	Kahalgaon	Sultanganj	50																																																																								
4	Sultanganj	Mahendrapur	74	Assured Depth	35/45	3																																																																					
5	Mahendrapur	Barh	71	Assured Depth	35/45	3																																																																					
6	Barh	Doriganj	109	Mix and Match with IWAI Dredgers	35/45	2.5																																																																					
7	Doriganj	Ghazipur	178	Mix and Match with IWAI Dredgers	35/45	2.5																																																																					
8	Ghazipur	Varanasi	133	Assured Depth	35/45	2.2																																																																					
43	62	Annexure XI, Point 3	5 - No. of cranes - 2 (already procured)	A. When is the expected crane delivery date? B. Are the yard equipment purchased?	A. The cranes are being assembled at the Project site and shall be commissioned before the Appointed date  B. List of equipments provided by IWAI is as mentioned in Annexure I.																																																																						
44	62	Annexure XI, Point 3	7 - Road connectivity - 650 m from National Highway 7	Will the road be completed at the same time as the terminal?	A two lane 650 m road connecting NH 7 to Ramnagar MMT is under construction and will be completed before handover of the terminal to the selected bidder																																																																						
45	7	1.1.1	It has been mentioned that the project cost is Rs 210 crore.	We understand that the Project cost of Rs. 210 cr is the cost incurred by IWAI for the facilities mentioned in Annexure-XI. It is not the cost of OMT services	Refer revised RFQ. The tentative total project cost for multimoda terminal at Varanasi is approximately 510 crores out of which 190 crores have already been invested by IWAI. It does not include the cost of operations and maintenance of the terminal.																																																																						
46	7	1.1.7	The expansion of the Terminal would comprise Phase 2 which is outside the scope of the current Project. There shall be a separate bid process for Phase-2	It is suggested that Phase-2 should be included in this bidding process itself as the railway siding is proposed to be developed in Phase-2, which is the most critical component for establishing the viability of the Multimodal Terminal at Varanasi. Further without railway siding the project may not be classified as Multimodal terminal and may not be effectively utilized.  The Freight Village may be awarded on "Conditional Right of First Refusal" as stipulated in the RFQ	Phase-2 shall be included in the current project scope. Although the development of the assets under phase-2 shall now be under the scope of the contractor. Refer revised RFQ for further details.  For the timelines of railway siding construction, refer response in S.No. 33 above.  RFQ conditions prevail, regarding "Conditional Right of First Refusal" for freight village.																																																																						
47	7	1.1.8	The SPV for Phase 1 shall have the conditional Right of First Refusal ("CROFR") in the bid process for Phase-2 of the Terminal and a Multimodal Freight Village ("Freight Village") being proposed to be developed close to the Terminal. In the event, the SPV participates in the bids and is not the successful bidder, but is bid is within the range of 10 (ten) percent of the most competitive bid received	It is suggested to increase 10 (ten) percent to 20 (twenty) percent	No change. RFQ conditions prevail.																																																																						
48	8	1.2.5	At the end of the qualification Stage, The authority would announce a list of 6 (six) shortlisted applicants, who shall be issued the RFP for Bid Stage	It is suggested to include all bidders who meets the minimum qualification criteria as stipulated in RFQ for better competition. This is a standard practise being followed for all infrastructure projects enabling receipt of more competitive bids for the Authority rather than limiting the options to six bidders only	Accepted. All bidders satisfying the minimum qualification criteria as stipulated in RFQ, shall be considered for the Bid Stage.																																																																						

49	9	1.2.10	The Base Rate (in INR per MT) may be defined by the Authority in the Bidding Documents for key cargo categories such as bulk, break-Bulk, containers and liquid cargo etc.	The assessment of the highest "Additional Fee" as the bid parameter is not clear. While the quote for Additional fee for a particular cargo may be high, the actual volume handled may be very low. In comparison another entity may quote a low Additional fee for a high volume cargo leading to a potential net high royalty to the Authority. Hence please clarify the basis for assessing the comparative Additional Fee of different cargoes  It is suggested to stipulate one Base Rate (in Rs MT) irrespective of cargo categories to avoid any confusion at later date. This will also necessary for fair evaluation of bids as the volume and type of cargo to be handled at the proposed terminal are not precisely known at the time of bidding .	Refer clause 1.2.10 of revised RFQ.
50	14	2.2.2 (a) (i)	Collected ..... such that the sum total of the above is more than INR 200 crores (INR two hundred crore) per annum	It is requested to kindly change the sum total from INR 200 cr per annum to INR 200 cr aggregate during the past five years	RFQ condition prevail
51	14	2.2.2 (a)(ii)	An experience.....and should have handled atleast 1,000,000 (one million) MT of cargo or 1,00,000 (one hundred thousand) TEUs per annum	One million MT of cargo stipulated in the RFQ includes Break bulk, bulk, liquid cargo, container. Kindly confirm	Yes, the understanding is correct. However, the criteria of one million MT has been modified as per revised scope. Refer revised RFQ
52	14	2.2.3	The Applicant, or the Lead Member in case of a Consortium, shall have, either by itself or through its Associate, an experience of 7 (seven) years or more O&M of Eligible Projects, which have an aggregate capital cost equal to 50% (fifty percent) of the Project Cost	(1) This condition is duplication of the Technical Capacity (2.2.2(a)(i)) which already include the operating experience of the Applicant and hence it is requested that this may be omitted. In any case any Member with atleast 26% equity share should be acceptable and not necessarily the Lead Member, request you consider the same (2) It is suggested not to link the project cost as the project is primarily for O&M of the terminal and not for the development of the terminal.	Refer revised RFQ.
53		2.2.12	..... Furnish all its information and certificate...	For the purposes of financial capacity, it is requested that the financial year ending March 2017 be considered for qualification incase the audited financials for the year ending March 2018 are not available for an Applicant	Accepted.
54		3.2.1 (ii)	Core Sector	Similar to ICDs and CFS, request you to include Tank Terminal, railway siding/terminal, logistic services as part of the Core Sector.  Also since airports and railways are included as Core Sector, roads may also be included, else only freight / cargo components of these projects should be considered for eligibility	Experience in the roads, tank terminals/farms sector has been considered in the list of eligible sectors for evaluation of technical capacity. Refer revised RFQ for further details.
55		3.2.3 (a)	".... to a client or for providing non-discriminatory access to users..."	Please clarify if projects for captive use will be considered as Eligible Projects	Projects for captive use shall not be considered under Eligible Project
56		3.2.3 (b)	"...minimum of 26% equity..."	A cargo handling entity / terminal operator may have the requisite experience in terms of the total revenue collected and tonnage handled as stipulated under Technical Capacity. However, it not necessary that such an entity may have invested in such projects and it may have been a service provided. In such a case as long as the criteria for total revenue collected and total tonnage handled is met, the Applicant / entity should be considered for qualification and investment in the project should not be mandatory	The conditions has been suitably modified. Please refer revised RFQ for the same.

57		3.2.3 (c)	"...capital cost of the project should be more than INR 105 crore...."	Same as above	The conditions has been suitably modified. Please refer revised RFQ for the same.
58			Due Date	A time gap of at least 3 weeks should be provided from the date of issuance of pre bid clarifications by the Authority to enable the Applicant to prepare requisite documents and responsive submissions	Refer response to S.No. 4 above.
59	9	1.2.11	The Project shall be awarded to the Bidder quoting the highest additional fee in percentage terms. The Bid Parameter shall be quoted in 2 decimals, for instance, 9.87%. If the Base Rate, say, for bulk cargo is INR 100 per MT and the winning bidder has quoted an additional fee of 9.87%, the Royalty payable by the Operator to the Authority shall be INR 109.87 per MT. The exact details shall be clarified in the Bidding Documents.	1. Whether the submitted Royalty (Base rate+additional fee) will be published in the public domain? 2. Whether the operator will be free to charge own tariff without any restrictions/capping	1. Refer clause 1.2.10 of revised RFQ. The royalty rates shall be published. 2. Refer response to S.No. 2 above.
60	9	1.2.12	The OMT Agreement period shall be for 30 years from the date of signing of the OMT agreement ("Appointed Date")	Will there be any provision for extension of contract period after agreement period of 30 years	Refer response to S.No. 17 above.
61	9	1.2.13	The Operator shall pay Royalty to the Authority for the period commencing from the 3rd (third) anniversary of the Appointed Date till the end of Agreement Period or on termination whichever is earlier	Is there any minimum royalty that has to be paid annually to Authority irrespective of volumes handled? Is there capping on the maximum volumes to be handled?	There shall be neither a minimum royalty to be paid annually to the authority nor any capping on the volumes handled.
62	23	2.13.2 (g)	Original demand draft of INR 21,000 as Document Fee for this RFQ	We need the following information: 1. Pan card scan copy 2. Cancelled copy of cheque 3. GST certificate	These documents are not required for issuing a demand draft.
63				We understand that the Terminal would be provided with only open area for storage of cargo. Would IWAI be providing a closed warehouse for cargo storage during the monsoon period ?	Accepted. Temporary sheds shall be provided by IWAI for cargo storage during monsoon period, for first three years.
64				Can IWAI give us information about the number of barges that are currently plying on NW-1 and of these how many would be able to bring cargo to MMT Varanasi during the lean season ?	A total of 11 IWAI barges with draft ranging from 1.5m - 2.5m regularly ply along NW-1. Apart from this, many private cruise/cargo vessels regularly ply along NW-1. Number of vessels during the lean season would depend on draft during the period.
65				Can IWAI give us the estimates of cargo inbound and outbound presently envisaged for handling at MMT Varanasi ?	Refer response in S.No. 10 above.
66				During monsoon season, there could be damages to the cargo being handled at MMT. In such cases whose responsibility would it be for the damages so caused to the cargo ?	The responsibility of any damage shall solely lie with the contractor.
67				Can IWAI extend the moratorium period to five years instead of three years as mentioned in tender ?	The Contractor shall pay Royalty to the Authority for the period commencing from the 4th (fourth) anniversary of the COD till the end of Agreement Period or on termination whichever is earlier. Refer revised RFQ.
68				Since we would be first time operators in waterways, is it possible for IWAI to provide a template of a typical revenue model for OMT at the Terminal ?	It is suggested that the applicant should carry out their own due diligence.
69				Can IWAI provide a detailed list of handling equipment and infrastructure that would be provided at the MMT ? This would be necessary to calculate the CAPEX / OPEX cost to be incurred by us for efficient handling of cargo at MMT.	Refer Annexure I.

Note: In case of any discrepancy between pre-bid queries and the revised RFQ. The conditions of the revised RFQ shall prevail.