

## Sahibganj MMT OMT- responses to pre-bid queries

### RFP

S No	Article no	Text provided in document	Queries with justification	IWAI response to bidders
1.	1.2.4	<u>Bid Security:</u> A Bidder is required to deposit, along with its Bid, a bid security of INR 2.80 crore .....	Bid Security amount is high. It is suggested that the amount may be reduced from INR 2.80 crore to INR 50 lakhs. Kindly confirm.	No change. Tender conditions prevail.
2.	1.2.6 (b)	..... Bidders shall quote a single amount for Royalty in terms of INR per MT as their Financial Bids. ....	We assume that the amount of Royalty payment is same for riverine as well as non riverine cargo. Please confirm.	Yes. Same value of royalty in terms of INR per MT of cargo handled as quoted by the bidder (bid parameter) shall be payable for both riverine and non-riverine cargo.
3.	2.1.5	The Financial Bid should be furnished in the format at Annexure I, .....	The correct format is given in Annexure XVI and not Annexure I. Kindly clarify.	The Financial Bid should be furnished in the format at Annexure XVI, clearly indicating the Financial 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. Kindly refer to Amendment No. 1
4.	2.1.7	The Bidder shall deposit a Bid Security of INR 2.8 crore ..... If Bid Security is provided in form of Bank Guarantee acceptable to the Authority, it shall be as per format at Annexure VII.	To enable our Bank to confirm the Bid Security Bank Guarantee to your Bank, kindly let us have your Bank details along with your account no. and IFS Code.	Kindly refer to bank details have provided in Article 2.1.7 in the RFP
5.	2.2.9	Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 6 (six) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with	It is understood that this Article will be applicable for determining eligibility of Bidders in terms of Article 2.2 of the RFP including Technical and Financial Capacity. Kindly confirm.	Yes. Kindly refer to Article 2.2.9 of the RFP which states that "...in the event that the Bid Due Date falls within 6 (six) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year <b>for the purposes of its Bid and furnish all its information and</b>

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		reference to 7 (seven) 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 a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.		<b>certification</b> with reference to 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year.”
6.	3.1.2 (a)	<p>For a project to qualify as an Eligible Project, following are the conditions:</p> <p>(a) A development project should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis ..... for providing non-discriminatory access to users in pursuance of its charter.....</p>	<p>BOO is a public-private partnership (PPP) project model in which a private organisation builds, owns and operates some facility for a public sector entity.</p> <p>Our MHC project at Haldia Dock Complex, SMP (a public sector entity) is for : Supply (delivery at site, installation &amp; commissioning), operation and maintenance of different cargo handling equipment at berth no. 14 (erstwhil berth no. 13) of HDC, SMP.</p> <p>Therefore, this should be treated as a PPP model for development project and on BOO basis as specified in this clause. It may be relevant to mention here that this was approved and accepted for IWAI MMT Tender for Haldia. Kindly confirm.</p>	The Technical Evaluation Committee will take decision in this regard after examining the submitted documents
7.	3.1.2 (d)	(d) The entity claiming O&M experience shall, during the last 7 (seven) financial years preceding the Bid Due Date, have collected and appropriated O&M revenues from users availing of non-discriminatory	In our case, the Port collects all applicable charges including that for O&M for the cargo handling from users, who have non-discriminatory access to use our berth at the port, and passes on the cargo handling	The Technical Evaluation Committee will take decision in this regard after examining the submitted documents

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		access to or use of fixed project assets .....	charges to us which should satisfy this clause, as was approved during IWAI Haldia MMT Tender. Kindly confirm.	
8.	Annexure XII Item 3	Item 3 indicates a list of equipments, Table 19.2 page-173 of DPR gives another list of equipments for Phase 1 of Terminal with detailed Capital Cost Estimate.	Annexure III : Scope of Work in DCA Page-111 does not specify whether any equipment to be provided by the Concessionaire. If so, kindly specify.	The list of equipment provided in Table 19.2 page-173 of DPR is part of the Master Plan for the Terminal. Concessionaire is required to develop Capacity Augmentation works as described in Annexure III of the DCA on achievement of Capacity Augmentation Trigger.  Annexure XII Item 3 of the RFP provides information about the existing infrastructure, equipment, and connectivity details at the Terminal. The Concessionaire may utilize this existing equipment to operate the terminal, or may opt to use its own equipment to operate the Terminal.
9.	Annexure XII Item 4	The Least Available Depth (LAD) along stretches of NW-1 are as follows: <u>Section</u> <u>LAD (m)</u> Haldia - Barh                3.0 Barh - Ghazipur            2.5 Ghazipur - Varanasi      2.2	We presume that all necessary dredging work including maintenance dredging to maintain the LAD mentioned in Annexure XII would be carried out by the Concessioning Authority for continuous and sustained commercial operation throughout the year. Kindly confirm. This should be included in the Conditions Precedent (Article 3 of DCA).	Kindly refer to Article 7.3.3. of the DCA.  No change. Tender conditions prevail.

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			It should be clearly understood that LAD thresholds mentioned in these Articles must also be available at the approach channel, turning circle and loading/unloading points in front of the jetty. Kindly confirm.	Kindly refer to Amendment No 2.

## DCA

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1	1.1	Notional Royalty means Royalty calculated as product of actual waterfront volume for the respective quarter and Royalty (per MT) agreed upon in this Agreement. ....	For Abundant clarity, kindly define actual waterfront volume.	Waterfront volume is defined as the volume of Riverine and Non-riverine cargo handled at the Terminal.
2	3.2	Conditions Precedent to be satisfied by the Concessioneing Authority	Maintenance of LAD as stipulated in Annexure XII Item-4 Page-74 of RFP must be included as the Conditions Precedent to be satisfied by the Concessioneing Authority.	Kindly refer to Sr. No 9 of responses to queries against RFP
3	4	... The Performance Guarantee shall initially be for a sum equivalent to INR 2.8 crore (INR Two crore eighty lakhs only). After the completion of joint site inspection as per Article j) of this Agreement to the satisfaction of both the Concessioneing Authority and the Concessioneaire, the Concessioneaire shall increase the Performance Guarantee by a sum of INR 5.6 crore (INR Five crore 60 lakhs only) within 15 days of such completion. ....	The Performance Guarantee of INR 8.40 crore should be payable only after ensuring LAD for uninterrupted operation.	No change. Tender conditions prevail.

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4	6.2.8	Within 90 (ninety) days of COD, the Concessionaire shall furnish to the Concessioneing Authority ..... a complete set of as-built drawings, ..... reflecting the Project as actually designed, engineered and constructed ..... illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities.	As Terminal facilities have already been constructed as per approved design and drawings, purpose of this is not understood. Kindly clarify.	Kindly refer to Amendment No. 3
5	6.3.1	The Concessionaire shall promptly commence and complete the works, including installation of equipment in accordance with the conditions of the Capacity Augmentation Phase and shall also obtain from the Independent Engineer a certificate as to completion of construction of Project Facilities and Services in accordance with provisions of this Agreement ("Completion Certificate") not later than 24 months from the date of commencement of the Capacity Augmentation Phase of the terminal.	Construction of the berth including installation of equipment etc. along with Completion Certificate within 24 months of starting the work :  Considering nature of the work for construction of berth along with the associated requirement, the time allowed appears to be inadequate. Hence, this may kindly be reviewed and the time to be extended up to at least 3 years. Kindly confirm.	No change. Tender conditions prevail.
6			Capacity Augmentation Phase can physically start only after the DPR is approved which should be submitted to the Independent Engineer within 6 months of Capacity Augmentation Trigger. Hence, time available for completion of physical work as per this Article gets reduced to much less than 24 months which is considered to be grossly inadequate for construction of the berth. Kindly clarify.	

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7	6.5.2	make available all records of sub-soil investigations carried out on its behalf in the Terminal Assets ..... It is clarified that the Concessionaire shall be solely responsible for determining the adequacy or otherwise of such investigations and .....records, be entitled to claim any relief under this Agreement.	It should be understood that construction of jetty etc. was carried out as per foundation design based on earlier soil test report and this is extremely difficult to change. Therefore, the Concessionaire cannot be held responsible for adequacy or otherwise of such investigation report. Kindly clarify.	No change. Tender conditions prevail.
8	6.9.1	Liquidated Damage : ..... liquidated damages at the rate of 0.1% of Performance Guarantee for every day of delay in fulfilling specified obligations on or before ..... project Completion Date. Provided such liquidated damages shall not in aggregate exceed 5% of Total Project Cost. ....	Both 0.1% of Performance Guarantee and 5% of Total Project Cost are very high. Request Liquidated Damage should be on slabs beginning with a low figure for initial days and gradually increasing the LD in steps for subsequent periods. Kindly confirm.	No change. Tender conditions prevail.
9	7.1.2(b)	Concessionaire shall provide pilotage and towage services at the waterfront on the Project Site	Kindly confirm if Concessionaire could outsource this services by hiring suitable operator.	Kindly refer to Article 12.1.5 of the DCA
10	7.1.13	a) The Concessionaire hereby unconditionally guarantees a minimum annual riverine cargo throughput as per schedule ..... In the event the minimum annual riverine cargo throughput is not met, ..... b) The Concessionaire shall endeavor to achieve a minimum annual riverine cargo throughput as per the schedule .....	The minimum guaranteed cargo has been defined as riverine cargo only. Could non riverine cargo also be considered towards meeting this obligation. Kindly confirm.	No change. Tender conditions prevail.
11	7.1.17	Cargo visibility: The Concessionaire shall provide end-to-end visibility of cargo to all users by use of adequate technologies.	Kindly clarify.	Concessionaire may undertake own due-diligence to suitably provide end-to-end visibility of cargo to all users using adequate technologies

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12	7.2.2	Availability of navigable fairway in the designated fairway channel of NW-1	We presume that all necessary dredging work including maintenance dredging to maintain the LAD mentioned in Annexure XII would be carried out by the Concessioneing Authority for continuous and sustained commercial operation throughout the year. Kindly confirm. This should be included in the Conditions Precedent (Article 3 of DCA).	Kindly refer to Sr. No 9 of responses to queries against RFP
13	7.3.3	Maintenance of Least Available Depth	We presume that all necessary dredging work including maintenance dredging to maintain the LAD mentioned in Annexure XII would be carried out by the Concessioneing Authority for continuous and sustained commercial operation throughout the year. Kindly confirm. This should be included in the Conditions Precedent (Article 3 of DCA).	Kindly refer to Sr. No 9 of responses to queries against RFP
14	7.5.1(c)	The Concessionaire may, at its cost, make alternate arrangements for power .....	Since all utilities are being provided by the Concessioneing Authority, request installation of stand-by generators also be provided by them.	Kindly refer to Article 7.3.2 which states that <i>“In the event that land, utilities and facilities are found to be insufficient by the Concessionaire for providing services as per the scope of work, at any time during the Concession Period, the Concessionaire may approach the Concessioneing Authority for providing additional land, utilities and facilities. The Concessioneing Authority on being</i>

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				<p><i>approached by Concessionaire with due justification of the additional land, utilities, facilities requirement as applicable shall consider the same, subject to reasonableness and availability. The Concessions Authority may provide additional land, utilities and facilities if considered necessary. If the Authority is not in a position to provide the same, the Concessionaire shall not be entitled to any relaxation on the grounds that its request for additional land, utilities and services was not accepted by the Concessions Authority.”</i></p>
15	14.4.1(f)	<p>Force Majeure : Other Events : Insufficient LAD on NW-1 for a period of 7 (seven) Days or more as communicated by the Authority through a public notification.</p>	<p>This is contrary to Annexure IV of DCA : Performance Standards and Damages.          Kindly clarify in the light of the following –          We presume that all necessary dredging work including maintenance dredging to maintain the LAD mentioned in Annexure XII would be carried out by the Concessions Authority for continuous and sustained commercial operation throughout the year. Kindly confirm.          This should be included in the Conditions Precedent (Article 3 of DCA).</p>	<p>Kindly refer to Amendment No. 5</p>
16			<p>As discussed in the Pre-Bid conference, this could become a major obstacle for smooth functioning of the MMT operation.</p>	



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			Therefore, as discussed in Pre-Bid meeting, this should be reviewed and deleted from the list of Force Majeure items under "Other Events". Kindly confirm.	
17	15.1.1(v)	The Concessionaire Event of Default : Concessionaire's failure to perform or discharge any of its obligation under any other Project Contract, which has or is likely to affect the Project/the Project Facilities and Services, materially;	Any obligation arising out of some other project/ contract should not have any bearing in this contract. Kindly confirm.	No change. Tender conditions prevail.
18	15.1.1(vi) and (vii)	(vi) Concessionaire fails to achieve Recommended Minimum Riverine Cargo ..... 15th anniversary of COD; (vii) Concessionaire fails to achieve Recommended Minimum Riverine Cargo for a consecutive period of 3 years from the 15th anniversary of COD ..... as a result of which the throughput could not be achieved	Any requirement to achieve Recommended Minimum Riverine Cargo as per Clause 7.1.2 would be possible only when all obligations of the Concessioning Authority as per this Contract including ensuring LAD are maintained.	No change. Tender conditions prevail.
19	Annexure II	<b>Terminal Assets :</b> Along with list of movable assets, an additional list of immovable and essential movable contracted assets has been given.	Kindly clarify what does contracted assets mean? We assume all the items included in list of contracted items would be part of terminal assets. Kindly confirm	List of assets provided under Table "List of immovable and essential movable contracted assets" of Annexure II of the DCA are included under contracted assets. These are part of Terminal's assets in accordance with the definition provided in the DCA
20	Annexure III Scope of Work	Capacity Augmentation Phase : Apart from designed capacity, two more phases of augmented capacity have been indicated with provision of atleast one berth with associated items in each phase.	In view of DPR showing three phases, further extension of capacity is not understood. Kindly clarify.  Also, Capital Cost Estimates of	Initial infrastructure of Sahibganj MMT has already been developed by IWAI.  Kindly refer to Annexure III of the DCA for details on Capacity Augmentation Phase.

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		<p>The capacity for further extension shall be mutually agreed between Concessioneing Authority and Concessionaire.</p>	<p>phases 2 and 3 have been given as INR 633 crores with Railway (Table 19.7 Page-177) and INR 345 crores (Table 19.1 Page-172) respectively. In what ratio the above Capital Expenditure is proposed to be shared between Concessioneing Authority and Concessionaire. Kindly clarify.</p>	<p>As per Annexure III of the DCA, the actual capacity of the Terminal after completion of the Capacity Augmentation phase shall be more than 2.42 mmtpa.</p> <p>The Concessionaire shall submit DTR and DPR for Capacity Augmentation phase within 6 months of Capacity Augmentation trigger. The proposed Capacity Augmentation shall be defined by the Concessionaire in the said documents.</p> <p>For undertaking further expansion activities beyond the Augmented Capacity, the Concessionaire may develop the expanded capacity as per DPR. However, the Concessionaire shall also prepare and submit master plan and DPR for the same.</p>
21		<p>1. Initiate Capacity Augmentation Phase on achieving capacity utilization of 2.42 mmtpa (i.e., 80% of 3.03 mmtpa design capacity) for 2 (two) consecutive years ("Capacity Augmentation Trigger") latest by 25th (twenty fifth) anniversary of COD, such that Concessionaire shall construct at least one additional berth of 130 m in length and 25 m in width along with corresponding shore protection works on completion of Capacity Augmentation Phase. Concessionaire shall also be responsible to develop other associated infrastructure and equipment to support augmented terminal capacity, including but not limited to land and site</p>	<p>As per Annexure XII of RFP page-74, Sr.No. 2 &amp; 3, 2 nos. of berths have already been constructed which would be part of the terminal assets of the Concessionaire.</p> <p>The length of the berths have been shown as 130 m in the DCA, but <math>270\text{ m}/2 = 135\text{ m}</math> in the RFP. Kindly confirm which length is correct.</p> <p>As per Scope of Work at Annexure III, design capacity of the terminal equipment to be handed over to the Concessionaire is 3.03 mmtpa. The</p>	<ol style="list-style-type: none"> <li>1. The Concessionaire is advised to undertake own due-diligence to assess infrastructure requirements at the Terminal.</li> <li>2. The actual capacity of the Terminal after completion of the Capacity Augmentation phase shall be more than 2.42 mmtpa. The Concessionaire shall submit DTR and DPR for Capacity Augmentation phase within 6 months of Capacity Augmentation Trigger. The proposed Capacity Augmentation shall be defined in the said documents.</li> <li>3. For abundant clarity regarding further expansion activities beyond Capacity</li> </ol>

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		<p>development, stockyard development, warehouse, approach roads, utilities etc.</p> <p>4. Commence further expansion activities beyond the Augmented Capacity when Terminal utilization reaches at least 80% (eighty percent) of Augmented Capacity for 2 (two) consecutive years. Further expansion beyond the Augmented Capacity shall include construction of at least one additional berth of 130m length and 25m width which shall be completed within 3 (three) years of initiation, preferably as per DPR. The capacity for further expansion shall be mutually agreed between the Concessionaire and the Concessioneing Authority. The Concessionaire shall prepare and submit to the Concessioneing Authority the master plan and DPR for expansion beyond the Augmented Capacity within 6 (six) months of approval of the expanded capacity.</p>	<p>Concessionaire initiate Capacity Augmentation Phase after achieving 80% of the design capacity any time upto latest by 25th anniversary of COD.</p> <p>It has been confirmed during the Pre-Bid conference held on 22.02.2024 by IWAI :</p> <ul style="list-style-type: none"> <li>- that terminal assets to be handed over to the Concessionaire would be sufficient to achieve design capacity of 3.03 mmtpa and no further equipment and/or any other facility would be required for this purpose.</li> <li>- that only one more additional berth needs to be constructed by the Concessionaire, cost of which is included in INR 95.05 crore which will result in 3 nos. berths (and not 4 nos. as indicated in the Scope of Work, Annexure III) at the final phase.</li> </ul> <p>Kindly reconfirm the above for abundant clarity.</p> <p>Also scope of work specifies all remaining related works including site development, stockyard development, warehouse, approach roads, utilities etc. to be carried out by the Concessionaire.</p>	<p>Augmentation phase, kindly refer to Annexure III – Scope of Work of the DCA</p> <p>4. Kindly refer to Annexure 1 for break-up of estimated project cost of INR 95.05 crore</p>

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			<p>During the Pre-Bid conference, it has been indicated that these additional facilities would not be required to be provided by the Concessionaire. Kindly reconfirm for abundant clarity.</p> <p>Kindly also let us have the break-up of estimated project cost of INR 95.05 crore.</p>	
22		<p><b>Scope of Work :</b>  <b>Capacity Augmentation Phase :</b>  The Concessionaire shall:  1. Initiate Capacity Augmentation Phase on achieving capacity utilization of 2.42 mmtpa (i.e., 80% of 3.03 mmtpa design capacity) for 2 (two) consecutive years ("Capacity Augmentation Trigger") latest by 25th (twenty fifth) anniversary of COD, such that Concessionaire shall construct at least one additional berth .....</p> <p>2. Prepare and submit to the Concessioneing Authority the DTR for Capacity Augmentation Phase within 6 (six) months of Capacity Augmentation Trigger. The DTR shall be duly reviewed by the Concessioneing Authority.....</p> <p>In addition, prepare and submit to the Independent Engineer the DPR ..... details and analysis related to development of other associated infrastructure and equipment</p>	<p>Two phases of Capacity Augmentation have been specified in the Scope of Work, corresponding Cost Estimates indicated in DPR Table 19.7 Page 177 and Table 19.15 Page 185. Considering the fact that these would be implemented beyond 25 years of COD, there may be wide variation in the cost figures. Therefore, work to be carried out by both Concessioneing Authority and Concessionaire should be clearly defined to enable realistic assessment of obligations on the part of Concessioneing Authority and Concessionaire. Kindly clarify.</p> <p>Article 1.1.1 of the RFP indicates the Estimated Project Cost of the Terminal for undertaking Capacity Augmentation works by the Concessionaire as defined in the</p>	<ol style="list-style-type: none"> <li>1. Kindly refer to Annexure III for details on scope of work of the OMT Concessionaire</li> <li>2. Kindly refer to Article 1.1.1 of the RFP for estimated project cost of the Terminal for undertaking Capacity Augmentation work</li> <li>3. Kindly refer to Annexure III of the DCA for details on road connectivity and rail connectivity at the Terminal</li> </ol>

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		required to support augmented terminal capacity in the DPR.	<p>Draft Concession Agreement is approximately INR 95.05 crore. Details of Estimated Project Cost of INR 95.05 crore is not given in DPR. Kindly clarify.</p> <p>What about Road/ Railway connectivity and other associated works outside the Terminal boundary normally provided by the Concessioneing Authority? Kindly clarify obligation of Concessioneing Authority and Concessionaire in this regard.</p>	
23		<p>3. Design, development, construction, operation and management of the Terminal up to Augmented Capacity at completion of Capacity Augmentation Phase satisfying standards set forth in Annexure VII, and in accordance with the applicable laws and applicable permits.</p> <p>4. Commence further expansion activities beyond the Augmented Capacity when Terminal utilization reaches at least 80% (eighty percent) of Augmented Capacity for 2 (two) consecutive years ..... The capacity for further expansion shall be mutually agreed between the Concessionaire and the Concessioneing Authority. ....</p>	<p>This is different from the Draft Concession Agreement which is to Operate, Manage and Transfer Project (OMT) at the Multi Modal Terminal of Sahibganj and not Equip, Operate and Transfer project (EOT). Kindly clarify.</p> <p>Capacity Augmentation Phase appears to be an open ended activity. Kindly clarify.</p>	<p>Kindly refer to Annexure III of the DCA which states that the scope of work for Concessionaire shall include design, development, construction, operation and management of the additional berth to be developed for Capacity Augmentation phase</p> <p>The actual capacity of the Terminal after completion of the Capacity Augmentation phase shall be more than 2.42 mmtpa. The Concessionaire shall submit DTR and DPR for Capacity Augmentation phase within 6 months of Capacity Augmentation Trigger. The proposed Capacity Augmentation shall be defined in the said documents.</p>

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24	Annexure IV	<p>Instance of unsuccessful vessel passage due to physical obstruction :</p> <p>In the event of an unsuccessful vessel passage due to any physical obstruction in vessel passage along the designated fairway channel of NW-1 including but not limited to shortfall in LAD maintenance before 3rd (third) anniversary of COD, .....</p>	<p>We presume that all necessary dredging work including maintenance dredging to maintain the LAD mentioned in Annexure XII would be carried out by the Concessioning Authority for continuous and sustained commercial operation throughout the year. Kindly confirm. This should be included in the Conditions Precedent (Article 3 of DCA).</p>	Kindly refer to Sr. No 9 of responses to queries against RFP
25		<p><b>Performance Standards and damages : Instance of unsuccessful vessel passage due to physical obstruction :</b></p> <p>In case the Concessioning Authority is unable to provide suitable transit during the defined time period of 72 hours, the Concessionaire may engage suitable intervention at its own cost after duly informing the Concessioning Authority. Subsequently, the Concessionaire may reimburse the expenses incurred from the Concessioning Authority through written representation.</p>	<p>It is reiterated that without availability of LAD, normal riverine cargo transport will not be possible. The suggested method of Concessionaire's engaging suitable intervention to make up shortfall of LAD, at its own cost, reimbursable by Concessioning Authority, may not be feasible for implementation as mobilisation of dredging equipment along with disposal of dredged material is scarce and time consuming. Since maintenance dredging is a responsibility of Concessioning Authority, any intervention that may be required to make up shortfall of LAD must be carried out by Concessioning Authority. Kindly confirm.</p>	

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26		<p><b><u>Performance Standards and Damages :</u></b></p> <p>In the event of an unsuccessful vessel passage due to any physical obstruction in vessel passage along the designated fairway channel of NW-1 including but not limited to shortfall in LAD maintenance before 3rd (third) anniversary of COD, the Concessioneing Authority shall not be liable to undertake interventions to ensure successful passage of vessel nor shall be liable to reimburse Concessionaire to undertake suitable interventions.</p>	<p>It is reiterated that any instance of unsuccessful vessel passage due to physical obstruction must be resolved by the Concessioneing Authority as explained in Sr. No. 5 of our Pre-Bid queries dt. 19.02.2024. Not only the cost of the intervention be borne by the Concessioneing Authority, but also any financial/business loss incurred by the Concessionaire due to prolonged stoppage of barge at jetty/en-route NW-1 must be compensated. Kindly confirm.</p>	
27	Annexure XIII	<p>Applicability of Charges to MMT Sahibganj is not mentioned in any of the 5 items.</p>	<p>We assume Schedule I and II will be applicable to Sahibganj MMT. Kindly confirm.</p>	<p>Kindly refer to Annexure XIII - Schedule 1 of Inland Waterways Authority of India Amendment Regulations 2021 which specify the Waterways usage charges, Vessel related charges and Composite charges for all terminals</p> <p>Schedule 2 of Inland Waterways Authority of India Amendment Regulations 2021 specifies the fees and charges other than that mentioned in Schedule 1.</p> <p>Kindly refer to Article 8 for applicable tariffs for Sahibganj MMT</p>
28	Annexure XXIV	<p><b><u>Details of proposed MMLP to be set up in the vicinity of Sahibganj MMT</u></b></p>	<p>Is the MMLP part of MMT?</p> <p>Would O and M of MMLP proposed to be carried out by the</p>	<p>MMLP is not part of the MMT OMT concession, and O&amp;M of the MMLP shall not be carried by the Concessionaire as part of the current scope of work of the OMT concession for the MMT</p>

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			Concessionaire as part of the current RFP/DCA?	Kindly refer to Article 2.9.1 and 2.9.2 of the RFP which states that a 10% Conditional Right of First Refusal shall be provided to the successful bidder of Sahibganj MMT for Sahibganj MMLP
29	Annexure XXV	<b>Performance evaluation and calculation of Liquidated Damages:</b>	Performance evaluation and calculation of Liquidated Damages to be paid by Concessioneing Authority in the event of shortfall with respect to providing LAD cannot be a substitute to provide LAD and can never make up for the all round loss of performance to be suffered by MMT. It should be clearly understood that maintaining LAD is of paramount importance for the successful implementation and operation of the project facilities in the long run.	Kindly refer to Sr. No 9 of responses to queries against RFP

## DPR

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1	8.0	Rail and Road Connectivity for Terminal.	While construction of approach road NH-80 to the Terminal has been shown in the Conditions Precedent, no time-table has been indicated for the proposed rail connectivity. It is considered vital for the cargo development. Kindly	Kindly refer to Article 3.3.2 of the DCA and Annexure 1 for road connectivity details  Rail connectivity development would require ~24 months from date of awarding contract for construction of railway line.



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			confirm when the proposed rail connectivity will be completed?	

## General

<b>S No</b>	<b>Article No.</b>	<b>Text provided in DCA</b>	<b>Queries with justification (if any)</b>	<b>IWAI response to bidders</b>
1	-	-	If OM contracts in multiple IWAI MMT are awarded to one concessionaire, then interchangeability of equipments from one MMT to other should be allowed for operational flexibility as and when necessary. Kindly confirm.	Terminal Assets developed/ provided by the Authority shall not be moved to other MMTs. Concessionaire may be permitted to use additional movable assets procured by the Concessionaire (if any) interchangeably between MMTs.
2	-	-	Custodianship – Please clarify who will be responsible for application of custodianship along with submitting its bonds and being responsible for customs salaries and other provisions that are on recoverable basis by the customs department as per HCCAR 2019 regulation.	Customs facilities shall be provided at the Terminal. Preventive Department of Customs shall be stationed at the Terminal. Cost of Customs facility shall not be borne by IWAI

## List of Amendments

S No	Document	Article no.	As per bid document	To be read as																
1.	RFP	2.1.5	The Financial Bid should be furnished in the format at Annexure I, clearly indicating the Financial 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.	The Financial Bid should be furnished in the format at Annexure XVI, clearly indicating the Financial 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.	RFP	Annexure XII	<p><b>Brief Description of Multimodal Terminal at Sahibganj</b></p> <p>The Least Available Depth (LAD) along stretches of NW-1 are as follows:</p> <table border="1"> <thead> <tr> <th>Section</th> <th>LAD (m)</th> </tr> </thead> <tbody> <tr> <td>Haldia – Barh</td> <td>3.0</td> </tr> <tr> <td>Barh - Ghazipur</td> <td>2.5</td> </tr> <tr> <td>Ghazipur –Varanasi</td> <td>2.2</td> </tr> </tbody> </table>	Section	LAD (m)	Haldia – Barh	3.0	Barh - Ghazipur	2.5	Ghazipur –Varanasi	2.2	<p><b>Brief Description of Multimodal Terminal at Sahibganj</b></p> <p>The Least Available Depth (LAD) along along the designated navigational channel of NW-1 and at the approach channel, turning circle, and loading/unloading points in front of the jetty are as follows:</p> <table border="1"> <thead> <tr> <th>Section</th> <th>LAD (m)</th> </tr> </thead> <tbody> <tr> <td>Haldia – Barh</td> <td>3.0</td> </tr> <tr> <td>Barh - Ghazipur</td> <td>2.5</td> </tr> <tr> <td>Ghazipur –Varanasi</td> <td>2.2</td> </tr> </tbody> </table>	Section	LAD (m)	Haldia – Barh	3.0	Barh - Ghazipur	2.5	Ghazipur –Varanasi	2.2
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3.	DCA	6.2.8	Within 90 (ninety) days of COD, the Concessionaire shall furnish to the Concessioneing Authority and the Independent Engineer a complete set of as-built drawings, in 2 (two) hard copies and in its editable digital format or in such other medium and manner as may be acceptable to the Concessioneing Authority, reflecting the Project as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities.	Deleted																
4.	DCA	7.3.3	<p>The Concessioneing Authority shall endeavour to provide the Least Available Depth (“LAD”) along NW-1 as follows:</p> <table border="1"> <thead> <tr> <th>Section</th> <th>LAD (m)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Section	LAD (m)			The Concessioneing Authority shall endeavour to provide the Least Available Depth (“LAD”) along the designated navigational channel of NW-1 and at the approach channel, turning circle, and												
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5.	DCA	14.4.1 (f)	Insufficient LAD on NW-1 for a period of 7 (seven) Days or more as communicated by the Authority through a public notification.		Deleted									
6.	DCA	Annexure XXV	<p>No. of days of LAD availability: Concessioneing Authority shall provide LAD along the designated navigational channel of NW-1 for at least 330 days in a year as per the following thresholds:</p> <p>i. Haldia - Barh: 3m  ii. Barh - Ghazipur: 2.5m  iii. Ghazipur - Varanasi: 2.2m</p>		<p>No. of days of LAD availability: Concessioneing Authority shall provide LAD along the designated navigational channel of NW-1 and at the approach channel, turning circle, and loading/unloading points in front of the jetty for at least 330 days in a year as per the following thresholds:</p> <p>i. Haldia - Barh: 3m  ii. Barh - Ghazipur: 2.5m  iii. Ghazipur - Varanasi: 2.2m</p>									

**Annexure 1 – Presentation on Sahibganj MMT OMT for pre-bid meeting held on 22 February 2024**

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# Inland Waterways Authority of India (Jal Marg Vikas Project)

**Pre-bid meeting for Sahibganj MMT OMT project**






22 February 2024



Overview

# Introduction | National Waterway-1 snapshot



Initiatives		NW-1
	Terminal facilities	3 MMTs (Haldia, Varanasi, Sahibganj), one IMT (Kalughat) and various jetties
	Supporting facilities	New navigational lock at Farakka
	Multimodal connectivity	Developed connecting roads and plans to develop rail connectivity from the three MMTs
	Private participation	Private sector is being engaged to operate MMTs Engaged O&M operator for new navigational lock at Farakka Haldia MMT EOT project awarded to IRC Natural Resources
	Passenger movement	IWAI developed passenger jetty at Varanasi and developing 60+ community jetties



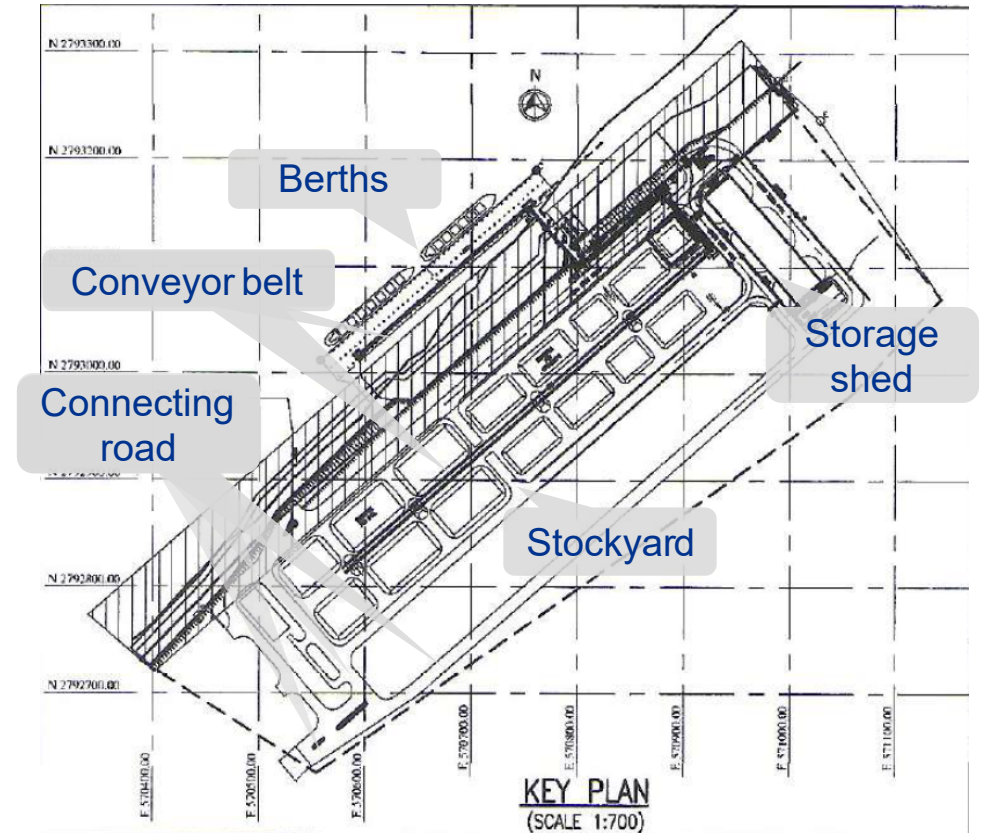
# Introduction | Infrastructure for MMTs along NW - 1







S No	Terminal specification	Value
1	Terminal capacity	3.03 mmtpa
2	Terminal development cost (excluding land cost)	INR 280 crore
3	Total berth length	270 m
4	No. of berths	2
5	No. of cranes	1
6	Model of crane	LHM-180 (Liebherr)
7	Road connectivity	900 m from NH-80
8	Proposed rail connectivity	2.4 km from Sakri gali railway station



# Sahibganj MMT | Cargo Movement



Barge Movement for Bulk Cargo



Stacked Containers





Sahibganj MMT OMT project

# Stakeholder feedback has been incorporated while developing the OMT model



- 1 **Extended Concession Period** of 30 (+20) years
- 2 **Capacity augmentation linked to capacity utilization** rather than being time bound
- 3 **No financial implication of RMRC** till 15<sup>th</sup> anniversary of COD
- 4 **6 years moratorium** on royalty payable
- 5 **Progressive discount** on royalty payable for riverine cargo
- 6
  - i. **Termination payment for additional assets**
  - ii. **Termination payment for unearned profits**
- 7
  - i. **KPI for Authority** to provide LAD
  - ii. **Liquidated damages payable** if KPI not met
- 8 Authority will **ensure successful vessel passage** at own cost, if required
- 9 Concessionaire to determine **tariff structure** based on market conditions
- 10
  - i. **10% CROFR** for proposed MMLP tender
  - ii. **10% CROFR** for Sahibganj MMT tender
- 11 Lead shareholder permitted to **dilute shareholding** post lock-in period
- 12 **KPIs may be updated** on mutual basis after 15<sup>th</sup> year

# Sahibganj MMT OMT | Key contours (1/3)



S No	Item	Details
1	Concession model	Operate, Manage and Transfer model
2	Concession period	30(+20) Years
3	Scope of work	<ol style="list-style-type: none"> <li>O&amp;M of <b>terminal assets</b></li> <li>Mandatory capacity augmentation when 80% capacity utilization is achieved for 2 consecutive years <b>latest by 25th anniversary</b> of COD</li> </ol>
4	Estimated project cost	INR 95.05 crore (Estimated cost for capacity augmentation works)
5	Bid parameter	Royalty (INR/MT)
6	Royalty payable	<ol style="list-style-type: none"> <li>Royalty payable for both riverine and non-riverine cargo</li> <li>Progressively discounted royalty for riverine cargo on achieving utilization thresholds</li> </ol>
7	RMRC	<ol style="list-style-type: none"> <li>Chronologically increasing Recommended Minimum Riverine Cargo (RMRC) slabs</li> <li>No financial implication of RMRC till 15th anniversary of COD</li> </ol>
8	Moratorium on royalty	6 <sup>th</sup> anniversary of COD for cargo handled
9	Shareholders' lock-in	7 <sup>th</sup> anniversary of COD

# Sahibganj MMT OMT | Key contours (2/3)



S No	Item	Details
10	Exclusivity	<ol style="list-style-type: none"><li>1. Exclusivity over radial distance of 50km till 15<sup>th</sup> anniversary of COD</li><li>2. Floating jetties and Ro-Ro jetties with &lt;100 GRT handling capacity not considered competing facilities</li></ol>
11	KPIs for Concessionaire	KPI thresholds to be met by Concessionaire are measured on a quarterly basis
12	KPI for Authority	<ol style="list-style-type: none"><li>1. Provide LAD for at least 330 days in a year</li><li>2. Liquidated damages payable to Concessionaire if KPI not satisfied</li></ol>
13	Other LAD provisions	Authority shall ensure vessel passage at <b>own cost</b> in the event of unsuccessful vessel passage due to physical obstruction in fairway (including LAD shortfall)
14	CROFR for MMLP	OMT Concessionaire receives <b>10% CROFR</b> for proposed MMLP tender
15	CROFR for Sahibganj MMT	Varanasi MMT OMT selected bidder receives <b>10% CROFR</b> for Sahibganj MMT OMT bid
16	Tariff	Tariff structure to be set by the concessionaire as per market conditions

# Sahibganj MMT OMT | Key contours (3/3)



S No	Item	Details
17	Termination payment for capex	<ol style="list-style-type: none"> <li>1. Termination payments payable for capex incurred for Capacity Augmentation works as per MCA for Major Ports, 2021</li> <li>2. Termination payments for Specified Assets (<b>max 50%</b> of TPC constructed, acquired, installed prior or post to capacity augmentation) as per Additional Termination Payments defined in MCA for Major Ports, 2021</li> </ol>
18	Termination payment for unearned profits	<p>Compensation payable for unearned profits for <b>one year</b> if termination occurs on account of Force Majeure or Authority event of default:</p> <p><i>Compensation for unearned profits = 20% of [(Annual RMRC slab of respective year) * (Average ceiling Tariff for last 3 years)]</i></p>
19	Ro-Ro operations	Concessionaire has right to develop and operate Ro-Ro terminals at Manihari-Samdaghat at own cost by securing all necessary approvals

# Sahibganj MMT OMT | Technical qualification criteria



S No	Parameter	Details
1	i. Payments for construction of eligible projects; <b>and/or</b> ii. Payments for development of eligible projects	At least <b>INR 23.76 crore</b> cumulatively over any 5 of past 7 FYs
2	Revenues from O&M of eligible projects	At least <b>INR 76.85 crore</b> cumulatively over any 5 of past 7 FYs
3	Cargo handling experience for eligible projects	At least <b>3,181,500 MT or 212,100 TEU</b> cumulatively over any 5 of past 7 FYs



# Sahibganj MMT OMT | Financial qualification criteria



S No	Parameter	Details
1	Minimum net worth in FY preceding bid due date	<b>INR 23.76 crore</b>

Net worth definition (as per Model RFQ): 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

# Sahibganj MMT OMT model | To be submitted by bidders



S No	Item	Details
1	Bid security	INR 2.8 crores
2	Performance security (to be submitted by selected bidder)	INR 8.4 crores



Q&A

**Thank you**

# Sahibganj MMT OMT model- Estimated project cost



S No	Particulars	Unit	DPR values	OMT Concessionaire
1	No. of berths	No.	1	1
2	Berth dimensions	Meters		130m x 25m
3	Average per unit cost for asphalt road construction	INR/sq.m	5,669	
4	Internal road area to be developed	Sq.m		4,440 (370m x 12m)

S No	Particulars	Unit	DPR values	Ratio considered	Estimated cost
1	Site grading	INR crore	80	20%	16
2	Shore protection works	INR crore	9.65	100%	9.65
3	Berth	INR crore	44.68	100%	44.68
4	Internal roads	INR crore	2.52	100%	2.52
5	Belt conveyor system	INR crore	57.37	20%	11.47
6	Total cost (1+2+3+4+5+6)	INR crore			84.32
7	Total + Contingency (@25%)	INR crore			89.59
8	<b>Total + Contingency (@25%) + Escalation (@3% from 2018)</b>	INR crore			<b>95.05</b>