

Varanasi 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 2.00 crore	Bid Security amount is high. It is suggested that the amount may be reduced from INR 2.00 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 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 provided in Article 2.1.7 of 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	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 for the purposes of its Bid

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		<p>purposes of its Bid and furnish all its information and certification with 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.</p>		<p><u>and furnish all its information and certification</u> with reference to 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year.”</p>
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. Our MHC project at Haldia Dock Complex, SMP (a public sector entity) is for : Supply (delivery at site, installation & commissioning), operation and maintenance of different cargo handling equipment at berth no. 14 (erstwhile berth no. 13) of HDC, SMP. 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>	<p>The Technical Evaluation Committee will take decision in this regard after examining the submitted documents</p>
7.	3.1.2 (d)	<p>(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</p>	<p>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 charges</p>	<p>The Technical Evaluation Committee will take decision in this regard after examining the submitted documents</p>

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		access to or use of fixed project assets	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 16-1 page-107 of DPR gives another list of equipments for Phase 1A of Terminal with detailed Capital Cost Estimate.	Annexure III: Scope of Work in DCA Page-110 does not specify whether any equipment to be provided by the Concessionaire. If so, kindly specify.	<p>The list of equipment provided in Table 16-1 page-107 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.</p> <p>Annexure XII Item 3 of the RFP provides information about the existing infrastructure, equipment, and connectivity details at the Terminal.</p> <p>The Concessionaire may utilize this existing equipment to operate the terminal, or may opt to use its own equipment to operate the Terminal.</p>								
9.	Annexure XII Item 4	<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>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.</p> <p>This should be included in the Conditions Precedent (Article 3 of DCA).</p>	<p>Kindly refer to Article 7.3.3. of the DCA.</p> <p>No change. Tender conditions prevail.</p>
			Section	LAD (m)								
Haldia - Barh	3.0											
Barh - Ghazipur	2.5											
Ghazipur - Varanasi	2.2											
<p>It should be clearly understood that LAD thresholds mentioned in these Articles must also be available</p>	<p>Kindly refer to Amendment No 2.</p>											

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			at the approach channel, turning circle and loading/unloading points in front of the jetty. Kindly confirm.	

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 Concessioning Authority	Maintenance of LAD as stipulated in Annexure XII Item-4 Page-75 of RFP must be included as the Conditions Precedent to be satisfied by the Concessioning 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 crore (INR Two crore only). After the completion of joint site inspection as per Article j) of this Agreement to the satisfaction of both the Concessioning Authority and the Concessionaire, the Concessionaire shall increase the Performance Guarantee by a sum	The Performance Guarantee of INR 6.00 crore should be payable only after ensuring LAD for uninterrupted operation.	No change. Tender conditions prevail.

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		of INR 4 crore (INR Four crore only) within 15 days of such completion.		
4	6.2.8	Within 90 (ninety) days of COD, the Concessionaire shall furnish to the Concessioning 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	

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			considered to be grossly inadequate for construction of the berth. Kindly clarify.	
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 andrecords, 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	Kindly clarify.	Concessionaire may undertake own due-diligence to suitably provide end-to-end

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		users by use of adequate technologies.		visibility of cargo to all users using adequate technologies
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 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 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 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 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 Concessioning 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 Concessioning Authority for providing</i>

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				<p><i>additional land, utilities and facilities. The Concessioneing Authority on being 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 Concessioneing 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 Concessioneing 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 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).</p>	<p>Kindly refer to Amendment No. 5</p>
16			<p>As discussed in the Pre-Bid conference, this could become a</p>	

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			major obstacle for smooth functioning of the MMT operation. 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)	Concessionaire fails to achieve Recommended Minimum Riverine Cargo 15th anniversary of COD;	Any requirement to achieve Recommended Minimum Riverine Cargo as per Clause 7.1.2 would be possible only when all obligations of the Concessioneing Authority as per this Contract including ensuring LAD are maintained.	No change. Tender conditions prevail.
19	Annexure II	Terminal Assets : 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 Varanasi 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 1A and 1B and Master Plan have been given as INR 181 crores, INR 87 crores and INR 406 crores as per Table 16-1, 16-2 and 16-3 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 1.26 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 1.01 mmtpa (i.e., 80% of 1.36 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 & 3, 2 nos. of berths have already been constructed which would be part of the terminal assets of the Concessionaire.</p> <p>As per Scope of Work at Annexure III, design capacity of the terminal equipment to be handed over to the Concessionaire is 1.26 mmtpa. The Concessionaire initiate Capacity Augmentation Phase after achieving 80% of the design capacity any time upto latest by 25th anniversary of COD.</p>	<p>1. The Concessionaire is advised to undertake own due-diligence to assess infrastructure requirements at the Terminal.</p> <p>2. The actual capacity of the Terminal after completion of the Capacity Augmentation phase shall be more than 1.26 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> <p>3. For abundant clarity regarding further expansion activities beyond Capacity Augmentation phase, kindly refer to</p>

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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 Concessions Authority. The Concessionaire shall prepare and submit to the Concessions Authority the master plan and DPR for expansion beyond the Augmented Capacity within 6 (six) months of approval of the expanded capacity.</p>	<p>It has been confirmed during the Pre-Bid conference held on 22.02.2024 by IWAI : - that terminal assets to be handed over to the Concessionaire would be sufficient to achieve design capacity of 1.26 mmtpa and no further equipment and/or any other facility would be required for this purpose.</p> <p>- that only one more additional berth needs to be constructed by the Concessionaire, cost of which is included in INR 67.15 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.</p> <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>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>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 67.15 crore</p>

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			Kindly also let us have the break-up of estimated project cost of INR 67.15 crore.	
22		<p>Scope of Work : Capacity Augmentation Phase : 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 Concessing Authority the DTR for Capacity Augmentation Phase within 6 (six) months of Capacity Augmentation Trigger. The DTR shall be duly reviewed by the Concessing 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 required to support augmented terminal capacity in the DPR.</p>	<p>Two phases of Capacity Augmentation have been specified in the Scope of Work, corresponding Cost Estimates indicated in DPR Table 16.2 Page 106 and Table 16-3 Page 109. 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 Concessing Authority and Concessionaire should be clearly defined to enable realistic assessment of obligations on the part of Concessing 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 Draft Concession Agreement is approximately INR 95.05 crore. Details of Estimated Project Cost of INR 67.15 crore is not given in DPR. Kindly clarify.</p> <p>What about Road/Railway</p>	<ol style="list-style-type: none"> 1. Kindly refer to Annexure III for details on scope of work of the OMT Concessionaire 2. Kindly refer to Article 1.1.1 of the RFP for estimated project cost of the Terminal for undertaking Capacity Augmentation work 3. Kindly refer to Annexure III of the DCA for details on road connectivity and rail connectivity at the Terminal

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			connectivity and other associated works outside the Terminal boundary normally provided by the Concessioneing Authority? Kindly clarify obligation of Concessioneing Authority and Concessioneaire in this regard.	
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 Concessioneaire 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 Varanasi 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 Concessioneaire 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 1.26 mmtpa. The Concessioneaire 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>
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 Concessioneing Authority for continuous and sustained commercial operation throughout the year. Kindly confirm. This should be included in the</p>	<p>Kindly refer to Sr. No 9 of responses to queries against RFP</p>

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			Conditions Precedent (Article 3 of DCA).	
25		<p>Performance Standards and damages : Instance of unsuccessful vessel passage due to physical obstruction : In case the Concessioneing 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 Concessioneing Authority. Subsequently, the Concessionaire may reimburse the expenses incurred from the Concessioneing 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 Concessioneing Authority, may not be feasible for implementation as mobilization of dredging equipment along with disposal of dredged material is scarce and time consuming. Since maintenance dredging is a responsibility of Concessioneing Authority, any intervention that may be required to make up shortfall of LAD must be carried out by Concessioneing Authority. Kindly confirm.</p>	
26		<p><u>Performance Standards and Damages :</u> 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</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</p>	

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		vessel nor shall be liable to reimburse Concessionaire to undertake suitable interventions.	by the Concessionaire due to prolonged stoppage of barge at jetty/en-route NW-1 must be compensated. Kindly confirm.	
27	Annexure XIII	Schedule I and II of Inland Waterways Authority of India Amendment Regulations 2021	We assume Schedule I and II will be applicable to Varanasi MMT. Kindly confirm.	<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 Varanasi MMT</p>
28	Annexure XXIV	<u>Details of proposed MMLP to be set up in the vicinity of Varanasi MMT</u>	<p>Is the MMLP part of MMT?</p> <p>Would O and M of MMLP proposed to be carried out by the Concessionaire as part of the current RFP/DCA?</p>	<p>MMLP is not part of the MMT OMT concession, and O&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> <p>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 Varanasi MMT for Varanasi MMLP</p>
29	Annexure XXV	Performance evaluation and calculation of Liquidated Damages:	Performance evaluation and calculation of Liquidated Damages to be paid by Concessioning	Kindly refer to Sr. No 9 of responses to queries against RFP

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			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.	

General

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1	-	-	If OM contracts in multiple IWAI MMT are awarded to one concessionaire, then inter-changeability of equipment 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>Brief Description of Multimodal Terminal at Varanasi</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>Brief Description of Multimodal Terminal at Varanasi</p> <p>The Least Available Depth (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 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 Varanasi 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 Varanasi 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



Varanasi MMT | Infrastructure specifications



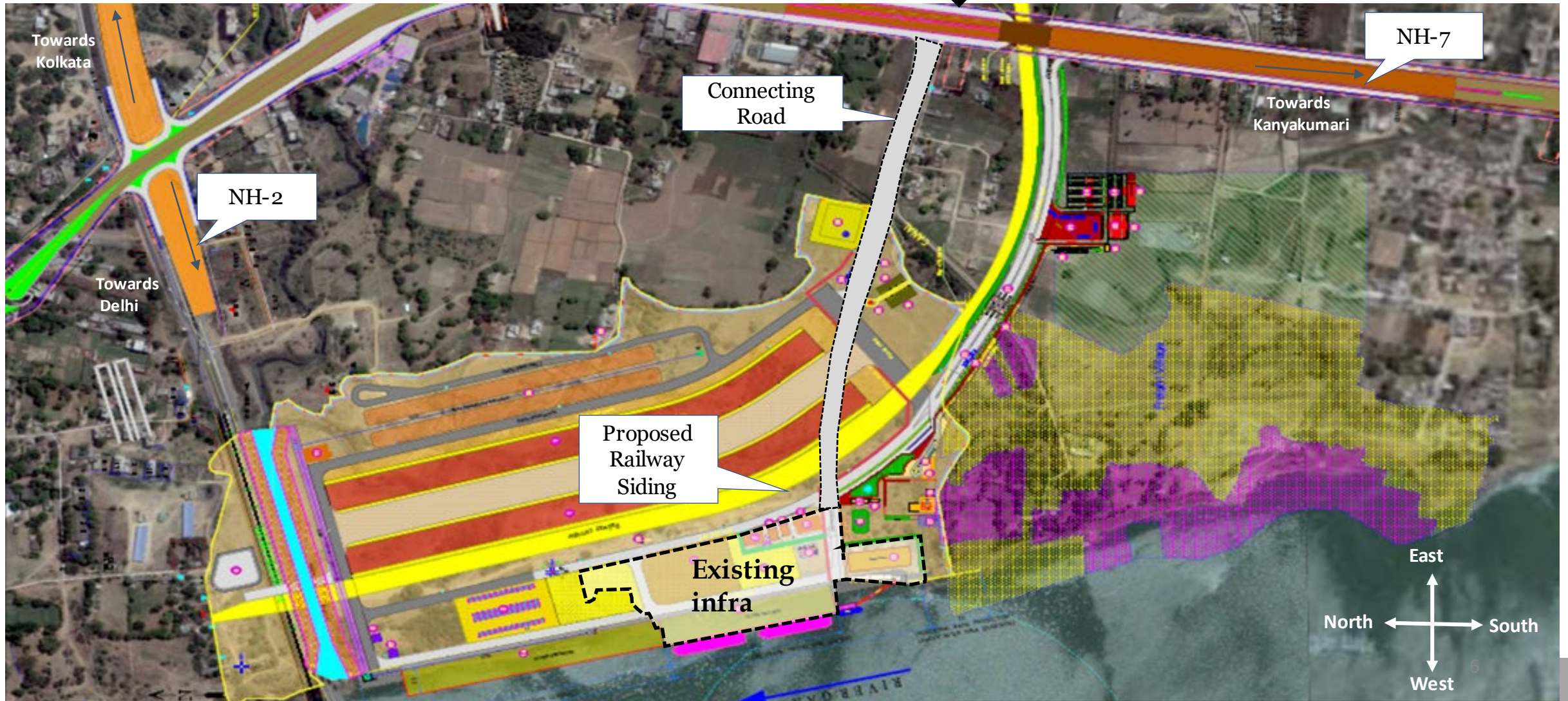
S No	Terminal specification*	Details
1	Terminal capacity	1.26 mmtpa
2	Terminal development cost (excluding land cost)	INR 200 crore
3	Total berth length	200 m
4	No. of berths	2
5	No. of cranes	i. 2 (Liebherr 180) cranes procured ii. Cranes can handle multiple cargo types
6	Existing road connectivity	Yes (650 m from NH-7)
7	Proposed rail connectivity	i. 5.1 km from Jeonathpur station ii. DPR prepared by M/s EPIL & M/s Aarvee, and approved by DFCCIL

*As per DPR

Varanasi MMT | Multimodal linkages



Connectivity with NH-7 & NH-2 (Delhi-Kolkata part of Golden Quadrilateral)
Connectivity with EDFC corridor through 7 km rail line



Varanasi MMT | Terminal and passenger jetty



Multimodal Terminal



Passenger pontoon jetty





Varanasi MMT OMT project

Project scope split



S No	Scope	Ownership
1	Fairway maintenance	IWAI
2	Terminal infrastructure (major) creation	IWAI
3	Asset replacement	Private party
4	Terminal infrastructure maintenance	Private party
5	Waterside/berth operations	Private party
6	Storage operations	Private party

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 30th 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 15th year

Varanasi 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"> O&M of terminal assets including passenger pontoon jetty Mandatory capacity augmentation when 80% capacity utilization is achieved for 2 consecutive years latest by 25th anniversary of COD
4	Estimated project cost	INR 67.15 crore (Estimated cost for capacity augmentation works)
5	Bid parameter	Royalty (INR/MT)
6	Royalty payable	<ol style="list-style-type: none"> Royalty payable for both riverine and non-riverine cargo Progressively discounted royalty for riverine cargo on achieving utilization thresholds
7	RMRC	<ol style="list-style-type: none"> Chronologically increasing Recommended Minimum Riverine Cargo (RMRC) slabs No financial implication of RMRC till 30th anniversary of COD
8	Moratorium on royalty	6 th anniversary of COD for cargo handled
9	Shareholders' lock-in	7 th anniversary of COD

Varanasi MMT OMT | Key contours (2/3)



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

Varanasi MMT OMT | Key contours (3/3)



S No	Item	Details
17	Termination payment for capex	<ol style="list-style-type: none">1. Termination payments payable for capex incurred for Capacity Augmentation works as per MCA for Major Ports, 20212. Termination payments for Specified Assets (max 50% of TPC constructed, acquired, installed prior or post to capacity augmentation) as per Additional Termination Payments defined in MCA for Major Ports, 2021
18	Termination payment for unearned profits	<p>Compensation payable for unearned profits for one year 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>

Varanasi MMT OMT | Technical qualification criteria



S No	Parameter	Details
1	i. Payments for construction of eligible projects; and/or ii. Payments for development of eligible projects	At least INR 16.79 crore cumulatively over any 5 of last 7 FYs
2	Revenues from O&M of eligible projects	At least INR 48.08 crore cumulatively over any 5 of last 7 FYs
3	Cargo handling experience for eligible projects	At least 1,323,000 MT or 88,200 TEU cumulatively over any 5 of last 7 FYs

- Technical capacity of Bidder's **Associates** would be eligible for computation of technical capacity (Article 2.2.6 of RFP)
- Bidders are permitted to participate in the form of a **Consortium** with other relevant parties (max 3 members)

Varanasi MMT OMT | Financial qualification criteria



S No	Parameter	Details
1	Minimum net worth in FY preceding bid due date	INR 16.79 crore

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

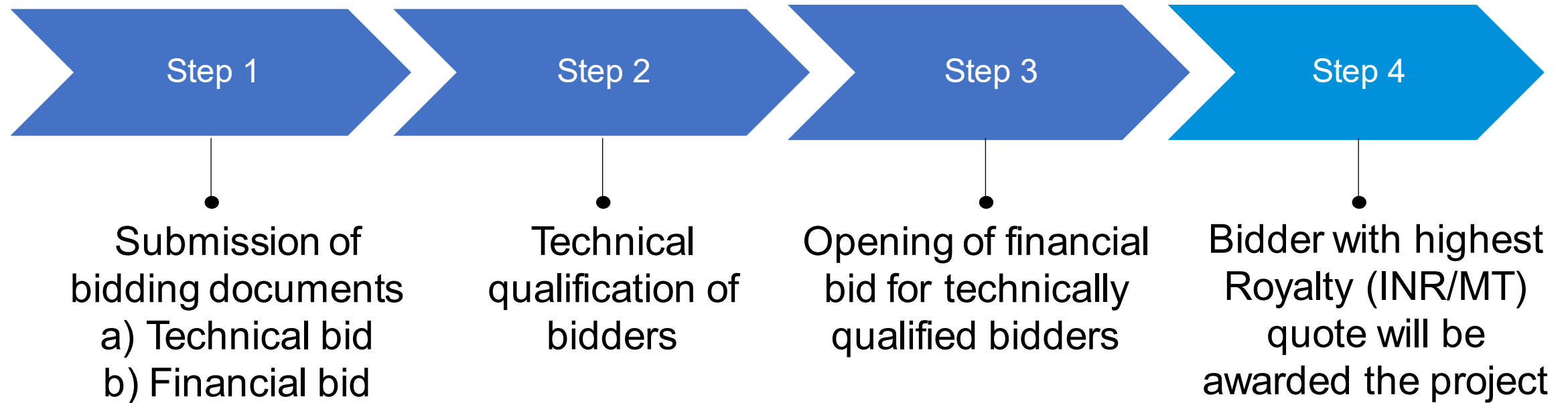
Net worth of Bidder's **Associates** would be eligible for computation of net worth (Article 2.2.6 of RFP)

Varanasi MMT OMT | To be submitted by bidders



S No	Item	Details
1	Bid security	INR 2 crores
2	Performance security (to be submitted by selected bidder)	INR 6 crores

Selection process | Single stage two envelope





Q&A

Thank you

Varanasi MMT OMT model- Estimated project cost



S No	Particulars	Unit	DPR values	OMT Concessionaire
1	No. of berths	No.	3	1
2	Berth dimensions	Meters		100m x 35m
	Shore protection works	Meters	350	150
3	Average per unit cost for asphalt road construction	INR/sq.m	5,669	
4	Internal road area to be developed	Sq.m		3,600 (300m x 12m)

S No	Particulars	Unit	DPR values	Ratio for 1 berth	Estimated cost
1	Shore protection	INR crore	13	43%	5.57
2	Berth	INR crore	69.75	33%	23.25
3	Internal roads	INR crore			2.04
4	Warehouse	INR crore	35.48	33%	11.71
5	Stockyard	INR crore	11.42	33%	3.77
6	Total cost (1+2+3+4+5+6)	INR crore			46.34
7	Total + Contingency (@25%)	INR crore			57.92
8	Total + Contingency (@25%) + Escalation (@3% from 2018)	INR crore			67.15

Varanasi MMT OMT | RMRC



1. Chronologically increasing RMRC slabs
2. Royalty commensurate to actual cargo handled payable till 30th anniversary of COD
3. Concessionaire pays royalty commensurate to actual riverine cargo handled till 30th anniversary
4. Mid-concession period performance check:
If RMRC not met in any 2 years between 10th and 15th anniversary of COD- deemed a concessionaire event of default

S No	Year	Recommended Minimum Riverine Cargo- annually (mmtpa)
1	7 to 9	0.09
2	10 to 12	0.18
3	13 to 15	0.26
4	16 to 18	0.35
5	19 to 21	0.44
6	22 to 24	0.53
7	25 onwards	0.62

Varanasi MMT OMT | KPI for Authority



1. KPI for Authority: Authority shall provide LAD along designed navigational channel for at least 330 days per year as per the following thresholds:
 - i. Haldia – Barh: 3m
 - ii. Barh – Ghazipur: 2.5m
 - iii. Ghazipur – Varanasi: 2.2m
2. LAD shall be communicated by Authority through public notification

Shortfall in performance	Liquidated damages payable
Up to 10%	2% of average royalty of last three years
11% to 20%	4% of average royalty of last three years
21% to 30%	6% of average royalty of last three years
31% to 40%	8% of average royalty of last three years
41% to 50%	10% of average royalty of last three years

If performance **shortfall > 50%**, i.e., LAD availability < 165 days: Payment of LD for 50% shortfall and Authority shall forego royalty for that year



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

1. Inland waterway terminal
2. Seaport cargo terminal
3. Riverine terminal
4. Logistics parks
5. Free trade warehousing zones, ICDs, CFS, Industrial parks/estates
6. Rail freight terminals
7. Airports
8. Railways
9. Tank terminals
10. Roads/ Highways
11. Expressways
12. Special economic zones

Varanasi MMT OMT | Progressively discounted royalty



S No	Actual annual Riverine Cargo handled (MMTPA)	Royalty payable for Riverine Cargo
1	< RMRC	100% of quoted Royalty
2	RMRC to 110% of RMRC	95% of quoted Royalty
3	110% - 120% of RMRC	90% of quoted Royalty
4	120%-130% of RMRC	85% of quoted Royalty
5	130%-140% of RMRC	80% of quoted Royalty
6	>140% of RMRC	75% of quoted Royalty

1. No discount on royalty payable for non-riverine cargo
2. Additional 20% discount on royalty for riverine cargo if capacity augmentation is undertaken till capex is offset or till end of concession period, whichever is earlier

Definition of Associate



*For purposes of this RFP, Associate means, in relation to the **Bidder/ Consortium Member**, a person who **controls, is controlled by, or is under the common control** with such Bidder/ Consortium Member (“**Associate**”).*

*As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the **ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares** of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.*

Thank you