

**Reply to queries during the pre-proposal meeting for “Expression of Interest for Operationalization of NW-10 and NW- 28 & NW-85 in the State of Maharashtra on Design, Build, Finance, Operate and Transfer basis” held online on 20.01.2023**

S. No.	Reference	Query	IWAI Reply
1.	Scope of Work EOI	<p>As per the Project Background in the IM – The concessionaire is tasked with Operationalization of 3 Waterways viz., NW 10, NW 28 and NW 85 Request the Authority to elaborate ‘Operationalization’</p> <ul style="list-style-type: none"> <li>- What is the ‘role’ of the Concessionaire and its obligations</li> <li>- What is the ‘role’ of the Authority and its obligations</li> <li>- whether any ‘mandatory’ development envisaged;</li> <li>- whether the concessionaire is allowed to develop jetties/yards/facilities anywhere across the earmarked NW Stretch via land reclamation/acquisition etc.</li> </ul>	<p>The objective of this EoI is to elicit the interest of private parties with the suggested business propositions which may be taken up subsequently in PPP format.</p> <p>Preferably, the role of the concessionaire will be in line with the PPP projects wherein substantial CAPEX alongwith the O&amp;M obligations shall be on private parties. Beside this private parties are also expected to bring in private sector efficiency to make the project commercially viable.</p> <p>IWAI shall take up the regulatory role in conformity with IWAI Act, 1985. In addition to above, IWAI may facilitate private parties in obtaining various permission/statutory clearance to the extent possible.</p> <p>Will be decided based on the proposals received.</p> <p>Any form of development in a waterway can be proposed by the bidder</p>

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2.	Scope Of Work EOI – Choice of NW Operationalisation	As the EOI document highlights Operationalisation of 3 Waterways – Request to confirm whether prospective applicant has a choice to apply for any one of the said waterways alone, or two or whether operationalisation of all 3 waterways comes a single project	Refer Clause 5.2.4
3.	Key Concession Agreement terms	Please provide the draft Concession Agreement alongwith Feasibility Report.	DCA will be published/ shared at RFP stage. Any project specific feasibility study should be taken up by concessionaire. However, IWAI has prepared the DPR's/FR's of all these National waterways, which are available on IWAI website. The parties are required to undertake their own due diligence before relying on any information published/given in the report.
4.	Role of IWAI and MMB	What would be the role of IWAI or MMB. Presently, MMB is working as an Authority and collecting Wharf age charges from the Captive Jetty holder/ Terminal Developer.	The role of various organisation's are within the ambit and domain of their respective Acts through which they have been constituted
5.	Mumbai Port charges for NW 10	Presently, Mumbai Port is charging pilotage fees for the barges/ mini bulk carrier plying for NW- 10 due to crossing of the Mumbai Port water. Whether such charges would be continuing post operationalisation/ project implementation of NW	Kindly reply at S.No-4 above.
6.	Royalty Fee & any other charges to be collected by IWAI & MMB	Please provide complete details of royalty or any other charges to be collected by IWAI and MMB (all existing or future).	As of now IWAI doesn't levy any charges. The charges of MMB are regulated through their Act. As for future royalty/any other charges of IWAI the same will be notified based on Govt of India Policy.

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7.	Revenue Streams	With the presence of existing Captive jetties & Ports, please provide the revenue streams for the successful concessionaire etc.	The developer has to suggest.
8.	Railway and Road capacities	Request the authority to confirm the development plan of railway & road connectivity and its obligation.	IWAI may facilitate the private party in obtaining the permission and clearances with respect to road and rail connectivity. Normally, the investment in such infrastructure is carried out by private parties. However, IWAI may decide to make investment on case to case basis.
9.	Capital and Maintenance Dredging	<p>Please confirm if Capital &amp; Maintenance dredging and capex requirement as part of the Concessionaire obligation. In this regard, please confirm as follows:</p> <p>a) What is the depth envisaged by the Authority?</p> <p>b) Pls provide the dumping area for capital dredged material &amp; its permission?</p> <p>c) Whether the concessionaire is free to determine the desired depth</p>	<p>The required depth as per Class-VII norms i.e. 2.75 of IWAI classification regulation will be maintained.</p> <p>To be provided later on</p> <p>Yes, the concessionaire may determine desired depth however IWAI will be responsible for maintaining depth as per Class-VII norms only.</p>
10.	Development of Berth	<p>If development of the Terminal/ Jetty/ Port is in scope of the Concessionaire, please confirm followings:</p> <p>a) Concessionaire will be free to decide the jetty length and equipment's requirement.</p> <p>b) Whether IWAI will provide the land for Terminal development</p>	<p>Yes</p> <p>IWAI may explore the possibilities of acquiring the land itself or facilitate private party in acquisition of land on a case to case basis.</p>

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11.		Please provide the Permit & Clearances required for Development of NW including Capital dredging, Port & Terminal development & operations?	CRZ clearance is applicable for development of subject NW as per MoEF&CC EIA notification. Additional permits and clearances will be applicable as per law based on the developments proposed to be undertaken under the project.
12.		It is saying Design, Build, Finance, Operate and Transfer (DBFOT). Till the infrastructure is transferred bank in the hands of the government, it is not clarified who the owner will be. Normally to acquire finance for such projects from bank, the project developer should have ownership of such project.	The ownership rights for the assets developed by the Concessionaire will rest with Concessionaire till the expiry of the concession agreement.
13.		What is the period of such DBFOT?	The concession agreement is normally long term in nature ranging between 15-30 years or more depending on the viability of the project.
14.		Page no. 9 Point no. 3.5 where EOI is called, NW -100 is not mentioned, wherein the documents at lot many places NW-100 details are mentioned. Is NW- 100 also included in the EOI or not ?	No, NW-100 is used for narration only. The EoI has been invited for NW-10, NW-28 and NW-85
15.		Point no. 5.2.5 Please explain the meaning of this point. Is the point no. 5.2.6 explains the point no. 5.2.5 ?	Yes
16.		Please see annexure no. 2 point no. 6 page no. 21, is this point meant only for consortium applicant or all applicants?	This is only for members of the consortium.
17.		Annexure 4 lot much information are asked for which normally project developer has to provide in the DPR. It is difficult to provide the same in EOI stage as lot of leg, work	At this stage, business proposal with key project parameters is envisaged.

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		physical visit and time is required. Therefore kindly let us know that superficial information will be enough or not?	

*Dialani.*  
15/02/2023  
(.....)

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(.....)

(Ashutosh Gautam)  
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