

**Minutes of Pre-Bid Meeting for “Operation and Maintenance of Karimganj and Badarpur  
Inland Terminals of IWAI”**

1. As per the schedule of the tender, pre-bid meeting was held on 18.03.2024 at 1500 hrs through video conferencing. The meeting was attended by the prospective bidders along with the officer of Traffic & Logistic Wing. The list of attendees are given below;

<b>IWAI and Consultant</b>	<b>Prospective bidders</b>
<u>IWAI, Noida</u>	
Sh. Vinayak Azaad, Member (T & L)	M/s A to Z Exim
Sh. AK Bansal, Director(T & L)	M/s D J Darcl
Sh. Sanjeev Kumar, AHS	M/s Star Cement
Sh. R S Dahiya, Sr. Consultant	

2. Briefing of the project was given to bidders and session was opened for quarries. The bidders were further asked to submit their queries via e-mail.
3. The queries received from the prospective bidders and replies of IWAI to the queries are attached at Annex-1.

## Annex-1

### “Queries/Request for Additional Information: RFQ for Operation and Maintenance of Badarpur and Karimganj Terminal(s), Assam”

S.N.	Page No.	Clause No.	Text provided in RFQ	Clarification sought with justification (if any)	IWAI Reply
<b>M/s A to Z Exim</b>					
1	44 of 121	Article 11, xii	<b>Dredging of Approach Channel</b> Operator shall be responsible to maintain the requisite draft of the approach channel that Connects the terminal with the main river channel. Dredging of the approach channel shall be accordingly performed to ensure sufficient draught for movement of vessel through the Concession period.	Minimum Draft to be maintained as per the agreement is 2.0 M and as per the last IWAI tender floated in November 2023 for dredging in the NW 16 channel near Karimganj its rock dredging which shall incur cost more than of in proportion for the operations. It should be in IWAI purview as it always has been under IBP protocol.	The dredging / rock dredging in approach channel will be in IWAI Purview.  Hard strata is located at 5 km downstream of Karimganj terminal and removal of the same from navigational channel shall be carried out by IWAI. Since this area is located in the floating boundary with Bangladesh, the permission for removal of hard strata shall be obtained from Bangladesh and the hard strata is expected to be cleared before March, 25.  In case the rock removal of hard strata is delayed beyond Commercial operation date (COD), then the minimum guarantee till removal of hard strata shall be reduced on pro rata basis for maintaining 2 meter LAD, e.g., if the Minimum Guarantee (MG) is 120 MT per year and LAD is maintained for 8 months, the MG shall be $\frac{120}{12} \times 8 = 80$ MT
	29 of 121	Article 7, xiii	Minimum Guaranteed Cargo for Badarpur and Karimganj Terminals <b>(It may be noted that Minimum Cumulative Cargo Volume shall include both riverine and non-riverine cargo)</b>	We humbly suggest that instead of Annual Minimum Guaranteed Cargo it should be based on availability of LAD as per fair and foul season, which needs to be fulfilled monthly.	Refer Reply at Para 1 and 9
3	32 of 121	Article 7, xx	<b>Operation and maintenance of Waste Reception &amp; Treatment Facility</b> The Operator shall set up the Waste Reception & Treatment Facility infrastructure at the Terminal before COD and provide waste reception services to vessels as per Inland Vessels (Prevention and Control of Pollution and Protection of Inland Water) Rules, 2016- Published vide Notification No. G.S.R. 687(E), dated 13th July, 2016.	The facility, its operations and vessels that berth do not need the waste management system that has been prescribed. Humble request to negate the clause from the operators scope of work.	The clause is updated as follows:  <b>Operation and maintenance of Waste Reception &amp; Treatment Facility</b>  The Operator shall arrange the Waste Reception & disposal Facility at the Terminal before COD and provide waste reception services to vessels as per Inland Vessels (Prevention and Containment of Pollution) Rules, 2022, Published vide Notification No. CG-DL-E-12082021-228941, dated 12 <sup>th</sup> August 2021.
4	44 of 121	Article 11, ix	<b>Customs Operations</b> Badarpur and Karimganj Terminal(s) is/are customs notified ports. Operator shall	Humble request to clarify, the scope of work for customs and custodianship matter. “facilitate Smooth customs	IWAI will continue to be the custodian, however an indemnity with insurance will be with the operator for any liability may arise

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			facilitate smooth customs operations in consultation with the Contracting Authority and access to the Customs official for performing their duties at the Port/ terminal(s).	operations” means to only provide services, whereas custodianship means ownership. We as private operators will have to then bear the cost of custodianship which includes Bank Guarantees of around 3 CR and additional cost of approx. 55 lakhs per quarter for transfer of custodianship on cost recovery basis by the department. IWAI as government entity are waives off of any such bank guarantees and cost recovery. Thus humble request to let custodianship be under IWAI’s purview so that operator can focus on cargo volume enhancement.	on account of duties, penalties etc. in course of operation of the Exim cargo.
5	72 of 121	Article 20, m	<b>Unclaimed cargo</b> The Operator shall dispose-off unclaimed cargo in accordance with Applicable Law.	Humble request to dispose the cargo off before Appointed Date (handover of the port) from IWAI, as for private operators under the Shillong Customs department the final judgement takes months and it might hamper the cargo movement. Along with this, there may be issues of cargo ownership or payment dues towards IWAI should could result in even further delay.	The terminal shall be handed over after disposal of cargo, if any, lying in the terminal.
6	80 of 121	Annexure IIIA	<b>List of Minimum Equipment</b>	There are no equipment available. In view of the same humble request to IWAI to provide with basic equipment at each port i.e. 1 Pontoon Crane, 1 JCB and 1 dumper at each port.	At present one crane pontoon (each) available for operation for both terminals as per requirements. 2 <sup>nd</sup> crane pontoon / Pontoon will be provided at terminal in due course of time.
7	109 of 121	Annexure XI	<b>Applicable Permits to be obtained by the Operator</b> The following are the Applicable Permits to be obtained by the Operator: 1. Approval under Section 13 of the IWAI Act, for the execution and delivery of this Contract; 2. Environmental Clearance in accordance with the provisions of Environment Impact Assessment Notification, 2006; 3. Approval from Central Empowered Committee constituted by the Supreme Court in respect of the Terminal, in accordance with the provisions of Wildlife Protection Act-1972;	As per our research, there are two NOC’s required that required infrastructure changes, i.e. 5. <i>Consent to Operate in accordance with the provisions of the Air (Prevention and Control of Pollution) Act, 1981;</i> 6. <i>No-objection certificate in respect of the building from the Assam Fire Service Directorate.</i>  Humble request to consider the same under IWAI purview before Appointed Date (handover of the port).	The operator to obtain the required NOCs. IWAI will assist to obtain NOC by the operator, to the extent possible. However, after appointed date, the renewal, fee etc shall be the responsibility of the operator and IWAI will provide required assistance, if any in the role of custodian.

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			<p>4. Consent to Operate in accordance with the provisions of the Water (Prevention and Control of Pollution) Act, 1974;</p> <p>5. Consent to Operate in accordance with the provisions of the Air (Prevention and Control of Pollution) Act, 1981;</p> <p>6. No-objection certificate in respect of the building from the Assam Fire Service Directorate. The above list is not exhaustive and may be modified as per requirement to commence the Operation, as per prevailing Rules and Regulations.</p>		
8	113 of 121	Annexure XII	Schedule I, II and III of Inland Waterways Contracting Authority of India Amendment Regulations 2021: Schedule II	Humble request to update the fees and charges as per the applicable charges for Pandu and Dhubri Terminals.	<ol style="list-style-type: none"> <li>Operator is free to fix the tariff as per market rates except statutory levy and fee notified by IWAI.</li> <li>Post award of work, appointed operator has to submit the fee and charges for the port operation to IWAI to notify on IWAI website before COD.</li> <li>Any change in tariff by the operator subsequently is to be published in IWAI website before implementation.</li> </ol>
9	29 of 121	Contract Agreement xiii	Minimum Guaranteed Cargo for Badarpur and Karimganj Terminals ( <b>It may be noted that Minimum Cumulative Cargo Volume shall include both riverine and non-riverine cargo</b> )	<p>Request to be same as Pandu Port i.e. The MCCV guarantee at the end of year 2 is 66,000 MT shall be as follows: for the first 2 years: End to 2<sup>nd</sup> year – 66,000 MT End of 3<sup>rd</sup> year – 132,000 MT Subject to days as per reply at Sl. No. 1.</p> <p>The MCCV guarantee at the end of year 3 is 1,32,000 MT for the first 3 years.</p> <p>The MCCV guarantee at the end of year 4 is 1,98,000 MT for the first 4 years</p> <p>The MCCV guarantee at the end of year 5 is 2,64,000 MT for the first 5 years as there is Sutarkandi Land Customs Depot at 15 KM which is already doing last mile logistics of around 1-1.5 Million TON which is a straight connection rather than that of Kushiyara River.</p>	<p>Agreed.</p> <p>Please also refer reply at sl. No 2 above.</p>
10			Close Circuit Television Cameras (CCTV-cameras)	Humble request to please install Close Circuit Television Cameras (CCTV-cameras) under IWAI's purview as it will require	Installation by IWAI. The maintenance and AMC by the operator during concession period.

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				infrastructure changes as well as licenses to be obtained under port ownership.	
<b>M/s C J Darel Logistics Ltd.</b>					
11	189	Article 11 -xii.	Dredging of Approach Channel Operator shall be responsible to maintain the requisite draft of the approach channel that connects the terminal with the main river channel. Dredging of the approach channel shall be accordingly performed to ensure sufficient draught for movement of vessel through the concession period.	Kindly provide the clarification on the total distance required to be dredged in order to do the above dredging. Also kindly provide us the terms under which we can use the dredger of IWAI which is already in operation in river Brahmaputra as this will be required in ascertaining the costs associated with the Operation & Maintenance.  Kindly clarify the dredging in the scope of contractor or IWAI, in case the vessel struck in transit route of India-Bangladesh.	Please refer the clarification at sl. No.1 above.
12	173	Article 7- Xiii	Minimum Guaranteed Cargo for Badarpur and Karimganj Terminals	In case the actual handling of cargo falls short of the MCCV, will the operator be liable to pay royalty on the Minimum Guarantee Volume as per the tender documents along with the Liquidated damages '@ 10% of royalty payable' as specified in the RFP.  Also clarify 10% LD will be applicable on what amount/tonnage?	Minimum Guaranteed Cargo for Badarpur and Karimganj Terminals has been revised. Please refer sl no 2 and 9 above.
13	9	Article 1- 1.2.7	The Operator shall, in consideration of its investment and services, be entitled to levy, charge and appropriate a user fee from the users of the Project. The upper limit of the user fee shall be stipulated by the Contracting Authority in advance as per Contract document	Annexure XII provides the list of services and the specified charges but as per our understanding the list is not inclusive of all the services to be provided so we would need a clarification whether there is any ceiling limit on the total charges to be levied by the operator since we could not find any upper limit of the user fee apart from the one mentioned in Annexure XII.	Please refer clarification at sl no 8 above.
14	171	Article 7 -IV	Replacement of Equipment The Operator shall at its cost, plan for replacement of equipment well ahead of time when the utility thereof is reasonably expected to expire and replace the equipment in accordance with Good Industry Practice so as to ensure that the quality of Project facilities and Services are commensurate with the	1. Is the conveyor under the scope of Contractor. If yes what will be the cost and the procedure of establishment of Conveyor. We need prior approval from your end for the same.  2. Current RCC structure of Conveyor to be transfer to the new	Hiring or procurement of equipment for operation of terminal/ terminals by the operator does not requires permission from IWAI. Operator is free to deploy suitable equipment for effective utilisation of terminals.

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			Scope of Work, at all times during the Contract Period. The Operator shall not be responsible for replacement of equipment/ effects deployed/ provided by the Contracting Authority as provided in the Annexure II. However, if any equipment deployed/ provided by the Contracting Authority becomes obsolete, in such case the Operator, after taking prior approval from the Authority, shall replace the equipment at its own cost. The replaced equipment shall be safely returned to the Contracting Authority.	contractor or should new structure to be developed by the new contractor.	
15	222	Annexure-II (B) draft DCA	<b>Terminal assets for Badarpur and Karimganj</b>	Also confirm the type of Mobile Crane i.e. Capacity  Mobile Cranes is the IWAI Assets or the contracted Assets of any vendor.  Mobile Crane (2 Nos.) to be provided by the IWAI, if yes what will be the cost for the same for contractor?	There is no crane available at both the terminals.  Please refer Sl. No. 4.
16	16	Clause 1.8.1	Technical Capacity	Can we submit/ present the Rack Handling experience of 90000 MT for qualifying in the tender.	Yes, If it is Railway Rack handling. Experience will be accounted for the same as qualifying criteria. However, the quantity shall be same as mentioned in the RFQ.
<b>M/s Spring professional Services Private Limited</b>					
17	Page 12 of 65	1.9 (b) Financial Capacity :	(b) Financial Capacity: The Bidder shall have an annual average turnover ("Financial Capacity") of Rs. 3,92,75,000 (Rupees Three Crore Ninety Two Lakhs Seventy Five Thousand Only) in last two years preceding Bid Due Date.	As Financial capacity is same for Option A, B & C. Request you to reduce the financial capacity to 50% for bidding of individual terminal. i.e. Rs.1,96,37,500/-	The contract period of 7 years has been increased to 10 years. Accordingly, the financial parameters revised as follows;  The bidder shall have an annual average turnover (Financial capacity) in last two year preceding bid due date for the following terminals for 10 years contract period (a) Financial capacity in case of Karimganj will be Rs 3,13,60,000.  (b) Financial capacity in case of Badarpur will be Rs 2,83,57,500/- (c ) Financial capacity in case of combined bidding for Karimganj & Badarpur will be Rs 5,97,17,500/-
18	Page 20 of 121	Article 4, d) Performance Guarantee: (4.1)	d) Performance Guarantee: The Operator shall for due performance of its obligations provide to Contracting Authority an unconditional and irrevocable bank	As Performance Guarantee is same for Option A, B & C. Request you to reduce the Performance Guarantee to 50% for individual terminal. i.e. Rs.78,55,000/-	The revised Performance Guarantee keeping in the view 10 years contract period are as below;

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			<p>guarantee, within 15 (fifteen) days of execution of this Agreement, in favour of the Contracting Authority, encashable and enforceable at Noida, Uttar Pradesh, substantially in the form set forth in Annexure X (the "Performance Guarantee"). The Performance Guarantee shall be for a sum of INR 1,57,10,000 (INR One Crore, fifty Seven Lakhs ten thousand Only) effective from COD till six (6) months after completion of Contract Period.</p>		<p>The Operator shall for due performance of its obligations provide to Contracting Authority an unconditional and irrevocable bank guarantee, within 15 (fifteen) days of execution of this Agreement, in favour of the Contracting Authority, encashable and enforceable at Noida, Uttar Pradesh, substantially in the form set forth in Annexure X (the "Performance Guarantee"). The Performance Guarantee for (a) Karimganj - Rs 1,25,44,000. (b) Badarpur - Rs 1,13,43,000/- (c) in case of combined bidding for Karimganj &amp; Badarpur - Rs 2,38,87,000/-. The same is effective from COD till six (6) months after completion of Contract Period i.e. 10 years.</p>
19.	Page 26 of 65	3. EVALUATION OF BIDS e. Bid Submission Options ii. Financial Bid Submission	<p>b. Bidders can submit their financial proposal under three options as shared below: Option-A means - Bidding only for Karimganj, Option-B means - Bidding only for Badarpur, Option-C means - Bidding for both Badarpur &amp; Karimganj c. If option-C receives more than 1 bid, then financial proposal under option C will be opened, evaluated and result shall be declared as per selection criteria specified in clause 3c. Financial Proposal received in Option A&amp;B shall not be opened. d. If Option-C receives less than 2 bids, then financial proposal under option A&amp;B will be opened, evaluated and result shall be declared as per selection criteria specified in clause 3c. In this scenario, Option A&amp;B shall be opened only if more than 1 bid is received in each category respectively.</p>	<p>Our request is that there shall not be a single firm to operate both the terminal at a time. Further, we request that NO preference be given to a party bidding for both terminals, as may lead to monopolies and will be detrimental to MSME. More number of contractors is likely to lead to better outreach in the shipping and logistic sector due to double marketing team efforts.</p>	<p>No change is considered.</p>
<b>M/s Star cement</b>					
20	9	1.2.5	<p>The Contract period shall be for a period of 7 (Seven) years from the Commercial Operate Date (COD).</p>	<p>Is it flexible or lock in period</p>	<p>Please refer Article 15 and 16 of draft contract Agreement attached with RFQ. Now the contract period of 7 years has been increased to 10 years.</p>
21	9	1.2.6	<p>The Operator will be allowed to handle non-riverine cargo also. However, the Operator shall pay Royalty to the Contracting Authority for both riverine and nonriverine cargo handled at the Terminal(s).</p>	<p>What will be the Royalty amount/ What will be the procedure for finalising the royalty amount.</p>	<p>Royalty Amount is to be quoted by the shortlisted bidder in their financial proposal <b>at RFP stage only</b>.</p>

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			Royalty shall be paid as per the terms of Contract document.		
22	9	1.2.7	The Operator shall, in consideration of its investment and services, be entitled to levy, charge and appropriate a user fee from the users of the Project. The upper limit of the user fee shall be stipulated by the Contracting Authority in advance as per Contract document.	What is the upper limit amount? What will be the procedure for finalizing the upper limit.	Please refer clarification at sl no 8 for tariff.
23	26	C. iii	The authority will announce a short-list of pre-qualified applicants, who shall be eligible for participation in the second stage of the Bidding Process (the " <b>Bid Stage</b> ") comprising <b>Request for Proposals</b> ( the "Request for Proposals" or " <b>RFP</b> ").	1st stage results of all bidders will be published on IWAI website or not?	Yes, as well as in e-procurement website where the RFQ is invited.
24				Will you allow infrastructure development as per our needs in both terminals?	Yes, with the permission for any major changes in infrastructure. However, for equipment, please refer the reply at sl no 14 above.
<b>Additional</b>					
25	9 of 60 of RFQ	1.2.5	The Contract period shall be for a period of 7 (Seven) years from the Commercial Operate Date (COD).	-	The clause is amended as below; The Contract period shall be for a period of 10 (Ten) years from the Commercial Operate Date (COD).