

## Varanasi MMT OMT- responses to additional pre-bid queries

### RFP

S No	S No as per IWAI response	Article no	Text provided in document	Request for review of response	IWAI response to bidders
1	9	Annexure XII Item 4	The Least Available Depth (LAD) along stretches of NW-1 are as follows: <u>Section</u> <u>LAD</u> <u>(m)</u> Haldia - Barh 3.0 Barh - Ghazipur 2.5 Ghazipur - Varanasi 2.2	Annexure XII of RFP gives description of MMT at Sahibganj. Item 4 of Annexure XII clearly states the following LAD: <u>Section</u> <u>LAD (m)</u> Haldia – Barh: 3.0 Barh – Ghazipur: 2.5 Ghazipur – Varanasi: 2.2  As above mentioned LAD is a must for continuous and sustained commercial operation throughout the year, it must be maintained. Also, it deserves to be made a Condition Precedent. Hence, request this be reviewed.	All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.  The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.  If the same are not fulfilled, COD may be extended.  Please refer Amendment 1.

### DCA

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2	2	3.2	Conditions Precedent to be satisfied by the Concessioneing Authority	LAD is a must for continuous and sustained commercial operations	All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction

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					<p>upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p> <p>Please refer Amendment 1.</p>
3	3	4	<p>... 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 Concessing Authority and the Concessionaire, the Concessionaire shall increase the Performance</p>	<p>As no performance can be guaranteed without availability of LAD, the same should be payable after ensuring LAD for uninterrupted commercial operation. Kindly confirm.</p>	<p>All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p>

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			Guarantee by a sum of INR 4 crore (INR Four crore only) within 15 days of such completion. ....		Please refer Amendment 1.
4	7	6.5.2	make available all records of sub-soil investigations carried out on its behalf in the Terminal's Assets, if requested by the Concessionaire. It is clarified that the Concessionaire shall be solely responsible for determining the adequacy or otherwise of such investigations and will not in reliance of such records, be entitled to claim any relief under this Agreement	It is reiterated that Concessionaire cannot be held responsible for any inadequacy, if found later, in sub-soil investigation carried out much before signing of the Agreement based on which all terminal assets construction have been completed by the Concessioneing Authority. Kindly confirm.	IWAI has carried out sub-soil investigation for the structures constructed through EPC contract. These can be taken as reference. However, the Concessionaire shall do due diligence and undertake own study for additional information if required.
5	12	7.2.2	Availability of navigable fairway in the designated fairway channel of NW-1	LAD is the single most important parameter for successful operation of MMT and hence, it deserves making it a condition precedent. Therefore, we request to kindly review and confirm	All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.

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					<p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p> <p>Please refer Amendment 1.</p>
6	13	7.3.3	Maintenance of Least Available Depth	LAD is the single most important parameter for successful operation of MMT and hence, it deserves making it a condition precedent. Therefore, we request to kindly review and confirm	<p>All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p> <p>Please refer Amendment 1.</p>
7	18	15.1.1(vi)	Concessionaire fails to achieve	Request review all these items as any performance parameter like	All contracts for fairway maintenance between Haldia and Varanasi (except stretch between

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			Recommended Minimum Riverine Cargo ..... 15th anniversary of COD;	minimum riverine cargo cannot be achieved unless obligations of Concessioning Authority including ensuring LAD are maintained. Kindly confirm.	<p>Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p> <p>Please refer Amendment 1.</p>
8	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. The capacity for further extension shall be mutually agreed between Concessioning	IWAI response to our query is not clear. In view of the fact that we are required to construct only one more additional berth in the capacity augmentation phase. IWAI's response mentioned lot more items to be constructed beyond capacity augmentation phase. No comments have been made on capital expenditure of INR 181 crore, INR 87 crore and INR 406 crore in Phases 1A, 1B and Master Plan as given in the DPR. In view of the above, construction of only one more jetty as per discussion in pre-bid conference held on 22.02.2024	<p>The DPR provided with DCA is only for reference purpose and it is not a binding document for the Concessionaire.</p> <p>As per Annexure III of the DCA, Concessionaire is required to construct one additional berth of 100m by 35m along with associated infrastructure such as shore protection works if capacity augmentation trigger is met, i.e., if capacity utilization is greater than 80% of terminal design capacity of 1.26 mmtpa for two consecutive years.</p> <p>The augmented capacity should be greater than the initial terminal design capacity of 1.26 mmtpa.</p> <p>Further capacity augmentation is not mandatory.</p>

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			Authority and Concessionaire	must be confirmed for abundant clarity.	Please refer Amendment 2.
9	21	Annexure III- Scope of work	<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</p>	<p>IWAI's response to the queries leaves a lot of issues unanswered. There is no comment on our request to reconfirm for abundant clarity the points discussed during the pre-bid conference held on 22.02.2024. We are, therefore, constrained to request your reconfirmation on this vital issue of Capacity Augmentation Phase as per Annexure III: Scope of Work of DCA which calls for lot more clarity. Annexure I enclosed along with Technical Pre-bid replies giving break-up of INR 67.15 crore is also not in keeping with our discussion during the Pre-bid meeting held on 22.02.2024 as shore protection (43%), berth (33%), internal roads (33%), warehouse (33%) and stockyard (33%) of additional work have been included. Kindly clarify.</p>	<p>The DPR provided with DCA is only for reference purpose and it is not a binding document for the Concessionaire.</p> <p>As per Annexure III of the DCA, Concessionaire is required to construct one additional berth of 100m by 35m along with associated infrastructure such as shore protection works if capacity augmentation trigger is met, i.e., if capacity utilization is greater than 80% of terminal design capacity of 1.26 mmtpa for two consecutive years.</p> <p>The augmented capacity should be greater than the initial terminal design capacity of 1.26 mmtpa.</p> <p>Further capacity augmentation is not mandatory.</p> <p>Please refer Amendment 2.</p> <p>The break of estimated project cost is provided in Annexure XXVI. Please refer Amendment 3.</p>

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			<p>augmented terminal capacity, including but not limited to land and site 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</p>		

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			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.		
10	22	Annexure III, Scope of work	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 consecutive years (“Capacity Augmentation	Annexure III of DCA, Article 1.1.1 of RFP are having contradictory content. Kindly note that Annexure III: Scope of work describes lot more work to be carried out by the Concessionaire than provision of only one more jetty as discussed during the pre-bid conference on 22.02.2024.  Also please note that Article 1.1.1, gives estimated project cost of INR 67.15 crore only for initial capacity augmentation phase.	As per Annexure III of the DCA, Concessionaire is required to construct one additional berth of 100m by 35m along with associated infrastructure such as shore protection works if capacity augmentation trigger is met, i.e., if capacity utilization is greater than 80% of terminal design capacity of 1.26 mmtpa for two consecutive years.  The augmented capacity should be greater than the initial terminal design capacity of 1.26 mmtpa.  Further capacity augmentation is not mandatory.  Please refer Amendment 2.



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			<p>Trigger”) latest by 25<sup>th</sup> anniversary of COD, such that Concessionaire shall construct at least one additional berth.... 2. Prepare and submit to the Concessions Authority the DTR for Capacity Augmentation Phase within 6 months of Capacity Augmentation Trigger. The DTR shall be duly reviewed by the Concessions Authority .....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>Annexure III of the DCA does not give any details on road and rail connectivity.</p> <p>The issues on road and rail connectivity needs further clarification.</p>	<p>Authority has already developed 650m connecting road to NH7 from the MMT.</p> <p>5.1km rail connectivity from Jeonathpur station is proposed. DPR has been prepared and approved by DFCCIL. Rail connectivity development would require ~24 months from date of awarding contract for construction of railway line</p>

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11	23	Annexure III- Scope of work	<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 permist.</p> <p>4. Commence further expansion activities beyond the Augmented Capacity when Terminal utilization reaches at least 80% of Augmented Capacity for 2 consecutive years..... The capacity for further expansion shall be mutually agreed between the Concessionaire and the Concessioning Authority.....</p>	<p>Kindly note that the project title in both RFP and DCA specifies Operate, Manage and Transfer (OMT model). Your comment given in the response is for the additional berth to be developed for Capacity Augmentation Phase whereas Annexure III: Scope of work is applicable up to augmented capacity at completion of Capacity Augmentation Phase. Kindly clarify.</p> <p>Expansion activities beyond the augmented capacity as given in Annexure III: Scope of work should be deleted as per discussion in the pre-bid conference dated 22.02.2024. Kindly confirm.</p>	<p>The DPR provided with DCA is only for reference purpose and it is not a binding document for the Concessionaire.</p> <p>As per Annexure III of the DCA, Concessionaire is required to construct one additional berth of 100m by 35m along with associated infrastructure such as shore protection works if capacity augmentation trigger is met, i.e., if capacity utilization is greater than 80% of terminal design capacity of 1.26 mmtpa for two consecutive years.</p> <p>The augmented capacity should be greater than the initial terminal design capacity of 1.26 mmtpa.</p> <p>Further capacity augmentation is not mandatory.</p> <p>Please refer Amendment 2.</p>

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12	24, 25, 26	Annexure IV	<p><b>Performance Standards and damages:</b>  <b>Instance of unsuccessful vessel passage due to physical obstruction:</b>  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. However, in the event of an unsuccessful</p>	<p>IWAI's response to our query against Sr. No 24,25,26 is practically not feasible. Hence, we suggest making this a Condition Precedent. This required serious consideration and review for optimum utilization of MMT capacity</p>	<p>All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p> <p>Please refer Amendment 1.</p>

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			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 3 <sup>rd</sup> (third) anniversary of COD, the Concessions 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.		
13	29	Annexure XXV	Performance evaluation and calculation of Liquidated Damages:	This should be reviewed and LAD could be made available as specified.	<p>All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of</p>

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					<p>Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p> <p>Please refer Amendment 1.</p>
14	30	Annexure III	<p>Scope of work: Capacity Augmentation Phase: The Concessionaire shall initiate Capacity Augmentation Phase on achieving capacity utilization of 1.01 mmtpa (i.e., 80% of 1.26 mmtpa design capacity) for 2 consecutive years (“Capacity Augmentation Trigger”) latest by 25<sup>th</sup> anniversary of COD...</p>	<p>We understand that even if the Concessionaire does not achieve 1.01 mmtpa (i.e., 80% of 1.26 mmtpa design capacity) for 2 consecutive years (Capacity Augmentation Trigger) latest by 25<sup>th</sup> anniversary of COD, the Concessionaire will be allowed to continue up to end of the Concession period, i.e., 30 years from the COD. Kindly confirm.</p>	<p>Yes.</p> <p>If Concessionaire does not meet Capacity Augmentation Trigger by 25<sup>th</sup> anniversary of COD, the Concessionaire will be allowed to continue to provide operation and management activities for existing terminal assets up to end of the Concession period, i.e., 30 years from COD.</p>

## List of Amendments

S No	Document	Article no.	As per bid document	To be read as
1	DCA	3.2.3.4	- (New Article introduced)	<p>All contracts for fairway maintenance between Haldia and Varanasi (except stretch between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock) shall be awarded prior to COD.</p> <p>The fairway maintenance between Kahalgaon – Sultanganj and river bend correction upstream of Farakka navigation lock shall be taken up departmentally prior to COD.</p> <p>If the same are not fulfilled, COD may be extended.</p>
2	DCA	Annexure III	<p>Capacity Augmentation Phase</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 100m length and 35m width which shall be completed within 3 (three) years of initiation, preferably as per DPR. The capacity for further expansion</p>	<p>Capacity Augmentation Phase</p> <p>4. Deleted</p>

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3	DCA	Annexure XXVI	- (New Annexure introduced)	<p>Varanasi MMT – Estimated Project Cost</p> <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Particulars</th> <th>Unit</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>No. of berths</td> <td>No.</td> <td>1</td> </tr> <tr> <td>2.</td> <td>Berth dimensions</td> <td>Meters</td> <td>100m x 35m</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Particulars</th> <th>Unit</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shore protection</td> <td>INR crore</td> <td>5.57</td> </tr> <tr> <td>2.</td> <td>Berth</td> <td>INR crore</td> <td>23.25</td> </tr> <tr> <td>3.</td> <td>Internal roads</td> <td>INR crore</td> <td>2.04</td> </tr> <tr> <td>4.</td> <td>Warehouse</td> <td>INR crore</td> <td>11.71</td> </tr> <tr> <td>5.</td> <td>Stockyard</td> <td>INR crore</td> <td>3.77</td> </tr> <tr> <td>6.</td> <td>Total cost (1+2+3+4+5)</td> <td>INR crore</td> <td>46.34</td> </tr> <tr> <td>7.</td> <td>Total + Contingency</td> <td>INR crore</td> <td>57.92</td> </tr> <tr> <td>8.</td> <td><b>Total + Contingency + Escalation</b></td> <td><b>INR crore</b></td> <td><b>67.15</b></td> </tr> </tbody> </table>	Sr. No	Particulars	Unit	Values	1.	No. of berths	No.	1	2.	Berth dimensions	Meters	100m x 35m	Sr. No	Particulars	Unit	Values	1.	Shore protection	INR crore	5.57	2.	Berth	INR crore	23.25	3.	Internal roads	INR crore	2.04	4.	Warehouse	INR crore	11.71	5.	Stockyard	INR crore	3.77	6.	Total cost (1+2+3+4+5)	INR crore	46.34	7.	Total + Contingency	INR crore	57.92	8.	<b>Total + Contingency + Escalation</b>	<b>INR crore</b>	<b>67.15</b>
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