

**Prebid minutes for Request for Proposal (RFP) for Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-10 & NW-28 on Operate, Maintain and Manage (OMM) Basis**

**Date of Pre-bid meeting:10.10.2023**

S. No.	Clause/ Reference	Particular	Proposed changes and justification	Response to Query
1	Lease Deed with Maharashtra Maritime Board		<p>JSW has signed a Lease Deed with Maharashtra Maritime Board (MMB) for development &amp; operations of the captive jetties in Amba River on BOT and paying Wharfage Charges as per Scale of Rates published by the MMB.</p> <p>Accordingly, we are in the effective operational agreement with the MMB. We request you to clarify that:</p> <p>a) Post award of the present tender, who will be the governing authority.</p> <p>b) If the response of (a) is IWAI, then how the existing operational agreement with the MMB will be operative</p>	<p>MMB cannot collect waterfront charges (wharfage) as the waterways notified under National Waterway, 2016 are to be governed under Inland Waterways Authority Act, 1985 (IWAI Act 1985). The Scale of Rates will be notified by IWAI. The governing authority for the National Waterways is IWAI as per the provisions of IWAI Act 1985. The agreement / lease deed / license agreement between the licensee / concessionaire / port developer with MMB will remain operative barring that, due to change in law and administration, the charges related to the waterway will be regulated by IWAI under the provisions of the IWAI Act 1985. No waterfront/wharfage/waterway usage charges are to be paid to MMB. MMB can collect land lease charges, in case if they have provided any land for the development of ports or under the agreement /lease/ license agreement signed by the operator.</p>
2	Concession/Lease Period		<p>In Amba River, presently JSW Captive Jetty, PNP Multi-purpose port and Karanja port are under operation. The initial concession period/ lease period is for 30 years with further extension clauses in case of Port. Accordingly, please clarify followings:</p> <p>a) What would be the Concession Period of the JSW Captive Jetty including extension clause.</p> <p>b) What would be the Concession Period of the PNP &amp; Karanja ports.</p> <p>c) How the further ports/ captive jetties allotment/ bidding would be made in future.</p>	<p>As per the IWAI Act 1985, the Inland Waterways Authority of India is responsible for the regulation and development of inland waterways for purposes of shipping and navigation and for matters connected therewith or incidental thereto within the Section 14 of IWAI Act 1985.</p> <p>a) The port operator / concessionaire will need to seek an NOC from IWAI under Section 14(1)(b) of IWAI Act, 1985 which shall be granted as per the existing policy of IWAI. It may be noted that port operator/concessionaire shall be required to handle minimum 30% non-captive cargo at its facility</p> <p>b) Refer reply above i.e 2(a)</p> <p>c) The future ports/jetties will be allowed as per the provisions of 14(1)(b) of the IWAI Act, 1985.</p>
3	Wharfage charges payable to the MMB		<p>Presently, JSW is paying Wharfage charges as per Scale of Rates published by the MMB as applicable for Captive Jetty. Further, PNP &amp; Karanja ports are paying the Wharfage rates as per Scale of Rates published by the MMB (1.5 times of the Captive Jetty). Accordingly, please confirm followings:</p> <p>a) Wharfage charges payable to MMB shall not be applicable post applicability of the Tariff/ Waterways charges.</p> <p>b) How the differential Waterways charges would be applicable for Captive Jetties and Ports.</p> <p>c) No other authorities should charge water related/ cargo related charges.</p>	<p>Kindly refer reply at S.No-1</p>
4	Future Expansion		<p>What would be the modus-operandi for the future expansion projects i.e. further deepening in NW- 10, please clarify</p>	<p>The same will be decided by IWAI based on the cargo potential and its growth on the National Waterway. Kindly refer Clause 7.1.1. (d)</p>
5	Definition - Agreement	<p>Definition</p> <p>"Contractor" means a Person with whom the Contractor has entered into a contract for execution of the any works and/ or Operation of.....</p> <p>"Fee" means the share payable by the Contractor to the Authority, pursuant to Article 9.1.1 hereof.</p> <p>"LAD" means Least Available Depth which shall be minimum depth of 5.5 mtrs and channel width of 110 m for the identified navigation channel.</p> <p>"Project Assets" means .....</p> <p>(d) tangible assets such as civil works and equipments</p> <p>(e) Services situated on the Site</p> <p>(g) financial assets such as receivable, security etc.</p>	<p>We request to modify the definition:</p> <p>1) Contractor definition is overlapping as Concessionaire is also referred as Contractor- under the Agreement. Accordingly, the definition heading to be changed to Sub- contractor.</p> <p>2) Fee definition to be changed as Authority will pay to the Contractor as per Article 9 not by the Contractor to the Authority</p> <p>3) We request to replace LAD with Chart Datum (CD) further</p> <p>a) the tolerance of +/- 30 cm of depth to be provided in the definition.</p> <p>b) Channel width should be considered 130 mtrs instead of 110 mtrs</p> <p>4) Please delete the (d), (e), (g) as they lying with the contractor and not the project site</p>	<p>1) Kindly refer amendments.</p> <p>2) Kindly refer amendments</p> <p>3) Contract conditions prevail</p> <p>3a) Kindly refer amendments</p> <p>3b) Contract conditions prevail</p> <p>4) Kindly refer amendments</p>

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6	Annexure I - 9. Project Site - RFP	Project Site: From Ch 0.00km (Dharamtar creek) at Lat 18°50'15"N, Lon 72°56'31"E to Ch 19.64km (Dharamtar Jetty) Lat 18°41'39.5822" N, Lon 73°01'33.1105" E of D7 National Waterway-10 (NW-10)	Please provide notified navigation channel where the dredging work is required. We request Authority to a) To provide study reports, maps, to be provided by the Authority and b) the Project Site should be free from shoals, pipelines, cables etc	The channel will be notified based on the joint survey done by IWAI and the Contractor after the award of work.  The Project Site shall be handed over on as-is-where-is basis - refer clause 2.5.1 of Contract
7	Annexure I - 10. Scope of Works - RFP	The Contractor shall provide physical proof of dredging quantity on dredging on the Project Site. The actual quantities dredged during execution of work shall be based on the pre & post dredging surveys to be conducted jointly by IWAI or its nominated representative and the Contractor as given below: • Pre & post dredging survey shall be conducted by using automatic hydrographic survey system (AHSS) as per International Hydrographic Organization Standards for Hydrographic Surveys S-44 Edition 6.1.0 Order Ia • The equipment, men and machinery for pre & post dredging surveys are to be provided by the Contractor.	The dredging methodology including requirement of blasting of hard strata should be kept open and to be decided by the Concessionaire. Accordingly, Authority to provide (a) all the permit and clearance for capital dredging and maintenance dredging (b) Concessionaire is free to decide the dredging methodology (c) notification of the navigation channel	a) Only maintenance dredging is part of the Scope of Work. Hard strata, if encountered, will have to be removed as per the methodology decided by the Contractor. EC for maintenance dredging is not required as per MoEF&CC guidelines.  IWAI may facilitate the obtaining of clearances/permits/approvals, however, the responsibility of obtaining the same remains with the Contractor.  b) Refer the Clause vi of Annexure I of RFP - Contractor is free to determine the dredging methodology  c) Refer above in response to S.No. 6
8	Annexure I - 10. Scope of Works - RFP	x) Disposal of dredged materials would be affected into the free stream of the river / on the banks / into the nearby redundant channels at a least distance of 150-200 m from the navigation channel or at the designated dredged disposal locations as the case may be	Please provide location for disposal of dredged material  No charges including Wharfage, royalty on dredged material, port dues etc should be levied on the barges/ dredged material.	The location for disposal of dredged material shall be in compliance with CRZ authority and as per the locations marked on NHO charts.  Applicable charges on dredged material, port dues, etc. will be as per applicable laws.
9	Annexure I - 10. Scope of Works - RFP	xi. Provide assistance to barge and vessels/ crafts movement in the navigation channel during dredging operation	What types of assistance is required? If any Tug or similar support is required, the same shall be on the chargeable basis.	The assistance per se means the approaching vessels are to be guided in the dredging operation area by putting navigational buoys etc. In distress, the vessel has to be assisted through a tug etc. for safe berthing at appropriate place. Charges for providing these services can be levied for the same, subject to notification by IWAI in consultation with the Contractor and in line with prevailing IWAI regulations.
10	Annexure I - 10. Scope of Works - RFP	xii. To achieve the LAD of 5.5 m and Channel bottom width of 110 m, the bidder / Contractor shall take into account tolerance of +1 m from each edge of the channel and tolerance of +30 cm on the depth. There is however, no restriction on maximum width of the channel which may naturally be available. And no additional payments shall be admissible to this effect.	The tolerance in the Depth to be incorporated in the Agreement and LD should not be applicable for tolerance.	Kindly refer the amendments
11	Clause 3.2 of the Agreement	Condition Precedent to be satisfied by the Authority	We request to incorporate following conditions in the Authority Scope i.e. Clause 3.2 the clause as follows: 3.2.3) Handing over physical, vacant (free from any obstruction for dredging) possession of the Project Site for the purposes of the Project. Hence, Pipeline/ any obstruction will be cleared on or prior to handing over the Project Site. 3.2.5) Notification of the Navigation Channel 3.2.6) Implementation of River Navigation Systems 3.2.7) Demarcation of the dumping and disposal of dredged materials including if any permission is required from MbPT/ JNPT/ MoEF. 3.2.8) All the permits & clearance required for deepening the navigation channel including if permission required for blasting methodology	3.2.3) Shifting of pipelines is in the scope of contractor. IWAI will facilitate and co-ordinate for shifting of pipeline. 3.2.4) No queries. After 3.2.3 the query is 3.2.5 3.2.5) Kindly refer reply at S.No 6 above. 3.2.6) It is under pipeline and will be parallelly completed. 3.2.7) Kindly refer reply at S.No 8 above. 3.2.8) Kindly refer reply at S.No 7 above.
12	Article- 4 of the Agreement	Performance guarantee to be submitted within 15 days from the execution of this Agreement	As Performance Guarantee is part of the condition precedent, the same is to be submitted within Condition Precedent satisfaction period	The Performance Guarantee is to be submitted in two parts. Initially the first of the Performance Gurantee for a sum equivalent to INR 9 crore (INR Nine crore only) shall be subitted within 15 (fifteen) days of execution of the Contract. The second part of the Performance Guarantee for a sum of INR 9 crore (INR Nine Crore only) shall be a part of condition precedent as per the clause 3.1.1 (k).
13	Article - 6 DPR of the Agreement	What is the purpose of the DPR and other information requested in Article_6	To be deleted	The Detailed Project Report (DPR) is to be prepared and submitted by Contractor which shall include geotechnical survey, bathymetric survey, the alignment dredging, prospective dredging, methodology of dredging and disposal, etc.

14	Article 7 of the Agreement	Clause 7.1.1, 7.1.3 and 7.1.4	<p>a) Whether Project envisages the deployment of dredger on permanent basis? Generally, post completion of the Capital dredging, the maintenance dredging requirement is once in a year only. However, from the clause provided in the Agreement, it is understood that survey work and dredging work to be carried out round the year which is not required. Accordingly, please modify the language.</p> <p>b) Activities by the fisherman/ any other Person other than barge/MBC/ vessel in the navigation channel has to be restricted and in the scope of Authority.</p> <p>c) Please delete clause 7.1.3</p> <p>d) Please delete clause 7.1.4</p>	<p>a) As the project encompasses the maintenance dredging and pipeline relocation, it is deemed that the equipments are owned/leased by the succesful bidder. The succesful bidder / Contractor is required to prepare the DMP and will consider the deployment of dredgers as per his own planning to accompolish the project scope and objectives. IWAI will monitor the dredging works vis a vis the timelines and quantity only.</p> <p>b) The necessary advisory to avoid the notified navigational channel in this regard will be issued by IWAI. IWAI cannot restrict any user in contravention of applicable laws.</p> <p>c) The clause pertains to replacement of equipment in case of malfunction/inadequacy/redundancy/periodic repairs which is a standard clause in all the contracts of Govt .</p> <p>d) Under various provisions of the Contract, the Contractor can be liable to pay LD or penalties to the Authority in which case, the provision under clause 7.1.4. shall prevail. Therefore, the Contract condition prevails</p>
15	Article 8: Tariff/ Waterways Charges	<p>8.1. Levy and Recovery of Tariff/ Waterway Charges</p> <p>8.1.1. The Authority shall fix the Tariff/ Waterway Charges based on market conditions and on such other conditions, if any, as may be notified and made applicable by a competent authority. No other authorities shall charge any water related charges i.e. wharfage charge etc.</p> <p>8.1.2. The Authority shall be entitled to levy and recover Tariff/ Waterway Charges from the users of the stretch of the NW-10 under the Project as per the Tariff/ Waterway Charges set by the Contractor as per Article 8.1.1.</p>	<p>1) What is modus-operandi to fix the Tariff/ Waterways charges. We propose that the Tariff/ Waterways charges should be amount payable by the Authority to Contractor plus 1% administrative charges. Accordingly, market determined tariff fixation has to be deleted.</p> <p>2) Tariff/ Waterways charges should be escalated in line with amount payable by the Authority to the Contractor.</p> <p>3) No other charges including but not limited to Wharfage to MMB, port dues charges should be levied.</p> <p>4) JSW has already incurred the expenditure to dredge and operationalise the NW-10. Accordingly, cargo handled in vessel upto 8,000 DWT should be exempt from payment of any Tariff/ Waterways</p>	<p>1) The tariff for waterway charges are to be paid by Port operators and vessel operators to IWAI. The Contractor under this Contract is not required to pay these charges for the vessels deployed for the purposes of this Project. IWAI will fix the waterway charges based on market determined rates to arrive at competitive rates as per existing IWAI policy to boost IWT movement. The Contractor's administrative charges, other charges are deemed to be included in the Fee to be quoted by the bidder.</p> <p>2) Escalation of tariff for waterway charges will be as per IWAI's policies.</p> <p>3) Dues, if any, will be subjected to notified Govt policy and cannot be guaranteed at this stage.</p> <p>4) The provisions of contract are uniform for all users and no exemption to vessels other than those notified by IWAI is applicable.</p>
16	Article 9: Payments to Contractor	<p>9.1.2 Any discount/ incentives mandated by Government Authorities to be applicable on certain types of the vessel types</p> <p>9.1.6) The Contractor shall furnish.....</p>	<p>9.1.2) To be deleted as not applicable</p> <p>9.1.6) To be deleted as Tariff/ Waterways charges to be collected by Authority itself</p>	<p>9.1.2) Clause is applicable. The provisions of the Contract are applicable in accordance with the applicable laws/ amendments thereof.</p> <p>9.1.6) The Contractor shall submit a Monthly Report by 7th of every month to the Authority showing, among other things, calculation of total vessel traffic in DWT, for all types of vessels, measured through vessel registration certificate. This report is on Contractor's performance including factors like monthly dredging undertaken, etc. and not on the tariff/waterway charges.</p>
17	Article 10: Assets ownership and Permitted charge Article 17	<p>Except as otherwise provided in this Contract, the Contractor shall not assign its right or title or interest in this Contract in favour of any persons without prior written consent of the Authority</p>	<p>Please clarify:</p> <p>1) How the Project will be funded as there are no assets created in the books of Operator. Accordingly, it should be considered a PPP Project for Capital and maintenance dredging.</p> <p>2) The Operator should be allowed to create mortgage/ assign this Contract and Project Site to the lenders.</p> <p>3) Termination payment to be provided to the Contractor on early termination of the Agreement on Depreciated Replacement Value (DRV).</p>	<p>1) This is a contract for maintenance and management of dredging of the National Waterway. The contractor shall be paid by IWAI for the works undertaken/services provided</p> <p>2) Kindly refer the amendment. It may be noted that Project site is the National Waterway and cannot be assigned or mortgaged</p> <p>3) This is an maintenance and management project and hence in case of early termination, no payment will be provided. The Authority will have the right to take over the equipments bought by the Contractor under this Project. Kindly refer amendments</p>




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18	Annexure III	Scope of Work	<p>1) Any other activities other than Capital and maintenance dredging (including survey on monthly basis), the other activities such as assistance for navigation of barge/ vessel, activities in accident &amp; others are not envisaged in the Agreement and separate charges would be applicable if provided by the Operator, please confirm.</p> <p>2) Any objection against disposal of dredged material, any dispute with local fisherman for removal of fishing nets, stakes from channel should be resolved by the Authority. We request that these activities will be carried out by Authority and provide free &amp; vacant possession of the Project Site.</p> <p>3) Please provide the list of activities other than Dredging and their charges/ tariff to be levied by the Authority/ Operator.</p>	<p>1) Refer reply at S.No 9 above</p> <p>2) In the event of any conflict arising out of the against disposal of dredged material or any dispute with local fisherman within the notified navigational channel, IWAI will attempt to mediate the same within the framework of applicable laws.</p> <p>3) No other activities are involved</p>
19	Annexure III	Scope of Work  xxvi. Scope of Work for Shifting of existing pipeline at NW-10: The Contractor shall be responsible for the shifting of the existing pipelines at NW-10 that will need to be deep trenched to ensure the depth of 5.5 m below CD at NW-10. The Contractor shall be responsible for the design and implementation of these works and this shall be in accordance with respective stakeholders of the pipelines i.e Reliance Infrastructure Limited and Gas Authority_of India Limited.	<p>Existing Pipeline shifting is a specialized job and needs completely different sets of resources. Requested IWAI to take up the work separately and exclude from existing scope of works.</p> <p>Further, the shifting of the pipeline should be a Condition Precedent on Authority and the handover of Site can be made by the Authority post completion of shifting of the pipeline only.</p>	Refer above in response to S. No 11
20	Annexure IV	Performance Standard and Damages	<p>1) Performance standard should include tolerance of +/- 30 cm as provided in the Agreement. Hence, no penalty/ LD should be levied.</p> <p>2) During monsoon, the dredged depth may reduce. Accordingly, during the monsoon, the dredged depth may reduce till -5.1mtrs and penalty/ LD should not be applicable for monsoon period + 1 month.</p> <p>3) After considering above, the deduction on every week default is too high and to be moderated.</p>	<p>1) Reply S.No -10 above</p> <p>2) Kindy refer amendments.</p> <p>3) Contract conditions prevail.</p>
21	General	Usage of dredging material	Can the dredged material be further used for activities such as usase in Port, Industry or trading? If yes, there should not be any charges/ royalty to be payable.	The dredged material can be used as desired subject to obtaining necessary licenses/permit from concerned statutory bodies at sole responsibility of the Contractor

 Ravi Kant Chief Engineer & Project Manager (JMVP)	 Ashutosh Gautam Member(Technical)	 Praveen Nandwana Member(Finance)
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**Amendments for Request for Proposal (RFP) for Maintenance Dredging for assured Least Available Depth for capacity augmentation of NW-10 & NW-28 on Operate, Maintain and Manage (OMM) Basis**

**Date of Pre-bid meeting:10.10.2023**

S. No.	Clause/ Reference	Particular	Proposed changes and justification	Response to Query
1	Definition - Agreement	<p>Definition</p> <p>"Contractor" means a Person with whom the Contractor has entered into a contract for execution of the any works and/ or Operation of.....</p> <p>"Fee" means the share payable by the Contractor to the Authority, pursuant to Article 9.1.1 hereof.</p> <p>"LAD" means Least Available Depth which shall be minimum depth of 5.5 mtrs and channel width of 110 m for the identified navigation channel.</p> <p>"Project Assets" means .....</p> <p>(d) tangible assets such as civil works and equipments</p> <p>(e) Services situated on the Site</p> <p>(g) financial assets such as receivable, security etc.</p>	<p>We request to modify the definition:</p> <p>1)Contractor definition is overlapping as Concessionaire is also referred as Contractor- under the Agreement. Accordingly, the definition heading to be changed to Sub- contractor.</p> <p>2)Fee definition to be changed as Authority will pay to the Contractor as per Article 9 not by the Contractor to the Authority</p> <p>3)We request to replace LAD with Chart Datum (CD) further</p> <p>a)the tolerance of +/- 30 cm of depth to be provided in the definition.</p> <p>b)Channel width should be considered 130 mtrs instead of 110 mtrs</p> <p>4) Please delete the (d), (e), (g) as they lying with the contractor and not the project site</p>	<p>1) may kindly refer the revised contract agreement.</p> <p>2) "May kindly refer the definition in revised contract agreement.</p> <p>3) Refer definition of LAD in revised contract agreement.</p> <p>3a) Refer Annexure- IV.</p> <p>4) Kindly refer the revised contract agreement.</p>
2	Annexure I - 10. Scope of Works - RFP	xii. To achieve the LAD of 5.5 m and Channel bottom width of 110 m, the bidder / Contractor shall take into account tolerance of+ 1 m from each edge of the channel and tolerance of +30 cm on the depth. There is however, no restriction on maximum width of the channel which may naturally be available. And no additional payments shall be admissible to this effect.	The tolerance in the Depth to be incorporated in the Agreement and LD should not be applicable for tolerance.	Kindly refer Annexure-IV of revised contract agreement.
3	Article- 4 of the Agreement	Performance guarantee to be submitted within 15 days from the execution of this Agreement	As Performance Guarantee is part of the condition precedent, the same is to be submitted within Condition Precedent satisfaction period	May kindly refer article 4 Clause 4.1.2
4	Article - 6 DPR of the Agreement	What is the purpose of the DPR and other information requested in Article 6	To be deleted	Annexure-XXIII of revised Contract document.
5	Annexure IV	Performance Standard and Damages	2) During monsoon, the dredged depth may reduce. Accordingly, during the monsoon, the dredged depth may reduce till -5.1mtrs and penalty/ LD should not be applicable for monsoon period + 1 month.	<p>Additional Clause 3.3.6 substituted. The same is annotated below.</p> <p><i>The Liquidated Damages will not be applicable during monsoon period( defined by CWC monsoon order) as the hydrographic survey is linked to Chart Datum</i></p>

Ravi Kant	Ashutosh Gautam	Praveen Nandwana
Chief Engineer & Project Manager (JMVP)	Member(Technical)	Member(Finance)