

TENDER No. NMPA/DM/OIL SPILL/2022/46 dated 21-09-2023; e-tender No. 2023_NMPT_772488_1
TENDER FOR “Supply of two boats with manning and manpower for operation & maintenance of Oil Spill
Response equipment & combating oil pollution for a period of 05 years”

PRE –BID CLARIFICATIONS

Sl. No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	Clarification by NMPA
1	Clause No. 37 of GCC, Page No. 34 Supply of Boat within 45 days with the option of supply owned boat OR New built with alternative boat OR New built with hired alternative boat.	While we appreciate the options given for supply of boats with various options, we would like to raise our concern as below: 1. In all options given, the primary objective is the successful bidder has to deploy the boat within 45 days. As per your tender the bidder has to make arrangements for four boats, if they are not having ready boats to be deployed within 45 days. Such conditions are not financial feasible for any prospective bidder. We believe such conditions will limit the number of participants for this tender and in a way denial of opportunities for prospective bidder, which defeats the overall purpose and essence of competitive bidding. In case of supply of alternative boat/ hired boat, to meet the deadline of supply within 45 days for successful bidder from the date of work order, we would request Port Authority to relax the rules for deploying vessels with IV Act Registration / IV Act manning and without having IACS class to be permitted. The New boat supplied within 6 months period will comply with all the specification as per tender document.	Please refer Corrigendum Sl. No. 1 & 2
2	Clause No. 36 (d) & (e) of GCC, Page No. 33 Main engine BHP (including both engines) shall not be less than 150 BHP and Twin screw.	Please clarify if single engine of capacity not less than 150 BHP is permitted or not. By having two engines in a vessel of LOA 9-12 meters gives no space inside engine room compartment, making it congestive and unsafe working environment for the manning crews.	Twin engine boats with total Main Engine BHP (including both engines) shall be not less than 150BHP . All Port crafts presently operating at NMPA like pilot launches, security patrol boat etc. are fitted with twin engines for carrying out smooth & safe operations and safe manoeuvrability. At close proximity & in confined harbour waters, twin engines are safe for manoeuvring. Also twin engine boats will be advantageous for deployment of OSR equipment close to shore.

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3	<p>Clause No. 33 (c), (d), (e) & (h) of GCC, Page No. 31</p> <p>The Operation and Maintenance of OSR equipment which includes periodic and routine maintenance of equipment.</p>	<p>The bidder is not aware of the present conditions of the OSR equipment which is available for OSR operation.</p> <ol style="list-style-type: none"> 1. Pl let us know the age and make of the OSR equipment. 2. Is there any Authorized service representative locally or in India for supply of essential spares and service support of these OSR equipment? 3. Can prospective bidder inspect the OSR equipment, prior to participating in the bid? 	<p>OSR equipment are procured in the year 2016 & 2017 and owned by the Port. Presently all OSR equipment are in working condition and will be handed over 'as is where is' condition.</p>
4	<p>Clause No. 19 of GCC, Page No. 26</p> <p>PERFORMANCE SECURITY</p> <p>Performance Security should be 10% of Total Contract value + GST.</p>	<p>The Performance Bank Guarantee/ Security Deposit shall be 3% of the Annualized Order / Contract value in case the contract period is more than one year. As Mumbai Port Authority, ONGC and other Government Organizations are also implementing 3% PBG as a security deposit.</p> <p>You are requested to implement 3% as PBG of the annualized contract value.</p>	<p>Tender condition prevails</p>
5	<p>Clause No. 2 of GCC, Page No. 21</p> <p>COMMENCEMENT OF CONTRACT</p> <p>The successful bidder shall commence the work within 45 days from the date of issue of Work Order.</p> <p>Please refer clause No. 37 of GCC regarding supply of Boats.</p>	<p>Commencement of contract should be not less than 04 months after issuance of the work order.</p>	<p>Please refer Corrigendum Sl. No. 1</p>

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6	<p>Preference to MSE: In addition to the above queries, you are requested to implement the MSME preference clause, as now-a-days almost in all government tenders, there is a MSE Clauses, which elaborates about the various benefits and preferences of MSEs. A copy of the Government Notification/order regarding preferences and other benefits to MSE is attached herewith for your reference.</p> <p>MSE Clauses are as follows:</p> <p>MSEs registered under Udyam Registration are eligible to avail following Benefits /facilities:</p> <p>a. Tender sets to be given free of cost and shall be exempted from payment of EMD.</p> <p>b. Relaxation of 10% on prior experience and prior turnover shall be granted to the eligible MSEs.</p> <p>c. Price matching facility for procurement from MSEs over large scale:</p> <p>(i) The participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).</p>		<p>Tender condition prevails</p> <ul style="list-style-type: none"> ➤ Relaxation in Tender Fees and EMD has already been included in this tender. ➤ MQC includes Annualized Value of Work to allow more bidders. ➤ Price matching for procurement from MSEs is not possible since this contract is a service contract comprising many activities rather than a supply contract.
7	<p>Clause No. 36 (d) & (e) of GCC, Page No. 33 Main engine BHP (including both engines) shall not be less than 150 BHP and Twin screw.</p>	<p>The Boat engine should be equal to or more than 150 BHP as a total of either a single engine or double engines.</p>	<p>Twin engine boats with total Main Engine BHP (including both engines) shall be not less than 150BHP. All Port crafts presently operating at NMPA like pilot launches, security patrol boat etc. are fitted with twin engines for carrying out smooth & safe operations and safe manoeuverability. At close proximity & in confined harbour waters, twin engines are safe for manoeuvring. Also twin engine boats will be advantageous for deployment of OSR equipment close to shore.</p>

Sl. No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	Clarification by NMPA
8	<p>Clause No. 50 (C) of GCC, Page No. 41</p> <p>PENALTY ON NON AVAILABILITY OF BOAT DURING THE CONTRACT PERIOD</p> <p>1 to 7 days = 25 % of hire charges per day+ Non-payment of hire charges</p> <p>8 to 14 days = 50% of hire charges per day+ Non-payment of hire charges</p> <p>15 to 21 days = 75% of hire charges per day+ Non-payment of hire charges</p> <p>22 to 30 days = 100% of hire charges per day + Non-payment of hire charges</p> <p>1 to 23 hours = 25% of hire charges per hour + Non-payment of hire charges per hour on pro rata basis.</p>	<p>Request NMPA to consider & reduce penalty as follows:</p> <p>1 to 7 days = 10% of hire charges per day + Non-payment of hire charges</p> <p>8 to 14 days = 15% of hire charges per day + Non-payment of hire charges</p> <p>15 to 21 days = 20% of hire charges per day + Non-payment of hire charges</p> <p>22 to 30 days = 25% of hire charges per day + Non-payment of hire charges</p> <p>1 to 23 hours = 10% of hire charges per hour + Non-payment of hire charges per hour on pro rata basis.</p>	<p>Tender condition prevails</p>
9	<p>Clause No. 56 of GCC, Page No. 43</p> <p>If any OSR Equipment is unrepairable or disposable, the third party surveyor shall arranged by the contractor at his own cost to certify the OSR equipment is unrepairable or disposable. Then, the replacement of the equipment will be borne by Port after accepting the survey report.</p>	<p>If any OSR Equipment is unrepairable or disposable, the third party surveyor shall arranged by the contractor, request the charges for survey shall be borne by NMPA.</p>	<p>Tender condition prevails</p>

CORRIGENDUM

1 Clause No. 2 of GCC to read as:

COMMENCEMENT OF CONTRACT

The successful bidder shall commence the work within **120 days** from the date of **issue of Work Order**.

2 Clause No. 37 of GCC to read as:

At the time of **submission of bids**, the **BOATS** offered by the bidder in **Annexure -7** should be either of the following:

A **IN CASE BIDDER INTENDS TO SUPPLY BOATS OWNED BY THE BIDDER**

Bidder should submit the following along with **Technical bid**:

- i. **Technical details of boats** as in **Annexure - 7**
- ii. **Fuel Consumption of boats** as in **Annexure – 8**
- iii. **Valid Class Certificate (IACS)**
- iv. **Boat Registration Certificate**
- v. **Boat GA Plan**

The **owned boats** shall be deployed within **120 days** from the date of issue of Work Order, failing which penalty will be imposed as per **Clause No. 50(A)** of GCC up to period of **60 days (penalty period)**. After completion of **60 days** of penalty period, the contract shall liable to be terminated and the **EMD / Performance Security** will be forfeited.

OR

B IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT BOATS CONSTRUCTION IN INDIA (As per Make in India Policy)

Bidder should submit the following along with **Technical bid**:

- i. An **undertaking of new built boats** as in **Annexure - 11**
- ii. **Technical details of new built boats** as in **Annexure - 7**
- iii. **Fuel Consumption of new built boats** as in **Annexure – 8**

However, the successful bidder shall submit **MOU / Agreement for New Built boats** in a non-judicial stamp paper (₹100) between the bidder and the shipyard in India confirming arrangement for construction of boats meeting the specification within **Twenty (20) working days** from the date of issue of Work Order, failing which the **same will be recorded in his service/completion certificate**.

If the successful bidder is providing new built boats, they will be allowed to provide **alternative boats (owned / hired)** as per the clause No. 36 of **GCC Boat requirements** or **higher capacity** for commencement of contract. The alternative boats shall be deployed within **120 days** from the date of issue of Work Order. The **newly built boats** as per the specification in **Annexure-7** shall be deployed within **180 days** from the date of issue of Work Order.

In case **alternative boats** are not deployed within **120 days** from the date of issue of Work Order, penalty will be imposed as per **Clause No. 50(A)** of **GCC**. If the newly built boats are not deployed within **180 days** from the date of issue of Work Order, Penalty will be imposed as per **Clause No. 50 (B)** of **GCC**.

However, alternative boats deployed by the contractor shall be permitted till the newly built boats are deployed for operation or maximum period of **240 days (180 days from the date of issue of Work Order + 60 days penalty period)** from the date of issue of Work Order. Any delay in delivery of the Boats by the owner or builder of the Boat or transshipment delays or any other reason excluding force majeure will not be accepted and penalty shall be imposed as mentioned above.

If the fuel consumption of the alternative boats exceeds the **declared fuel oil consumption** of offered boats as in **Annexure-8**, the Port would recover the cost towards the excess consumption of fuel **from the monthly bill**, as per fuel rates prevailing at that time.

OR

C IN CASE BIDDER INTENDS TO SUPPLY INITIALLY HIRED BOATS AND SUBSEQUENTLY OWNED BOATS as detailed below

Bidder should submit the following along with **Technical bid**:

- i. Technical details of boats as in Annexure - 7**
- ii. Fuel Consumption of boats as in Annexure – 8**
- iii. Undertaking as in Annexure – 12**
- iv. Valid Class Certificate (IACS)**
- v. Boat Registration Certificate**
- vi. Boat GA Plan**
- vii. Charter Hire Agreement** from the concerned party from whom he intends to hire the boats as per the clause **No. 36 of GCC Boat requirements**. Charter Hire Agreement should be in a non-judicial stamp paper (₹100) duly signed by both the bidder and the concern party mentioning that the boats is hired exclusively for NMPA.

However, bidder shall submit **MOU / Agreement for purchase (complying with Make in India policy of Govt. of India)** from concerned party from whom he intends to own the boats as per the **clause No. 36 of GCC Boat requirements** in a non-judicial stamp paper (₹100) within **Twenty (20) working days** from the date of issue of Work Order, failing which the **same will be recorded in his service/completion certificate**.

Initially hired boats shall be deployed within **120 days** from the date of issue of Work Order. However, the bidder should **supply owned boats or own the initially hired boats** within **180 days** from the date of issue of Work Order and documentary evidence for the same to be submitted, failing which the contract shall liable to be terminated and the **Performance Security will be forfeited**.

3	<p>Clause No. 32 (N) of GCC to read as:</p> <p>The speed of boat at different RPM for Dead slow, Slow, Half and full as per manufacturing data shall be submitted.</p>
4	<p>Annexure -11 to read as:</p> <p style="text-align: center;"><u>UNDERTAKING</u> <u>(IN CASE OF NEW BUILT BOATS)</u></p> <p>We hereby undertake that new built boats as per Specification in Annexure - 7 will be deployed for operation within 180 days from the date of issue of Work Order.</p> <p>Also, we undertake that alternative boats as per Boat requirements - clause No. 36 of GCC or higher capacity will be deployed for commencement of contract within 120 days from the date of issue of work order.</p>
5	<p>Annexure -12 to read as:</p> <p style="text-align: center;"><u>UNDERTAKING</u> <u>(IN CASE BIDDER INTENDS TO SUPPLY INITIALLY HIRED BOATS AND SUBSEQUENTLY OWNED BOATS)</u></p> <p>We hereby undertake that hired boats as per Specification in Annexure - 7 will be deployed for operation within 120 days from the date of issue of Work Order.</p> <p>Also, we undertake that owned boats as per Boat requirements - clause No. 36 of GCC will be deployed within 180 days from the date of issue of work order.</p>

The Tender Committee recommends uploading the **Pre-bid clarifications** and **Corrigendum** in NMPA and CPP websites, subject to approval of the Competent Authority.