TENDER No. NMPA/DM/OIL SPILL/2022/46 dated 14-03-2023; e-tender No. 2023_NMPT_744558_1 TENDER FOR "Supply of boats 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. 6 of GCC, Page No. 22 - INSURANCE | Request Port | Refer to |
| | The Insurance of the vessel including the staff to be deployed for the Port operations and for | Authority to | Clause No. 6 |
| | the drydocking of boat/s shall be arranged by the contractor. The contractor shall obtain Insurance | clarify the type of | of GCC, |
| | coverage from IRDA approved Insurance company. The contractor is required to take the following | Insurance to be | which is |
| | policies/ coverage: | taken by the | self- |
| | 1 All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause | Contractor to | explanatory. |
| | (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by | cover different | 1 , |
| | the contractor with "ITC Hull Clause" with Earthquake, War, SRCC extension. | clauses/liabilities | |
| | 2 Insurance policy cover to be taken by the contractor which covers: | for Boat & | |
| | a Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& | manpower as | |
| | Funeral Expenses as well as repatriation cost. | mentioned in the | |
| | b Third Party liability towards death / bodily injury as well as property damage. | paragraph. | |
| | c Wreck Removal. | | |
| | d Accidental Pollution Liabilities. | | |
| | 3 Standard Workmen's compensation policy covering all the employees of the operator on | | |
| | shore because Masters & Crew members are covered under P&I. | | |
| | 4 CGL coverage towards third party death, bodily injury as well as damage to third party | | |
| | property is already covered under Insurance Policy. However if the port provide office inside | | |
| | wharf area / anywhere within confines of the Port, then CGL Policy needs to be taken by the | | |
| | contractor covering TP Liability (accidental injury/ death & Property Damage). | | |
| | During the entire contract period, the Insurance should be valid failing which the vessel will be off | | |
| | hired (non-availability of boat) and penalty will be levied as per Clause No. 50 (C) of GCC, in addition | | |
| | to non-payment of hire charges. At least 2 months before the expiry of Insurance Policy, the firm shall | | |
| | take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should | | |
| | be submitted before the expiry of validity of Insurance Policy. | | |

| Clause No | | | | | |
|-----------|-----------|-------------|------------|------------|--|
| SCOPE | OF | WORK | FOR | OSR | |
| EQUIPMENT | | | | | |

All the cost of spares and repairs for maintaining of OSR equipment shall be borne by the contractor.

Request Port Authority to provide the cost of critical spares & repair of the OSR equipment and contractor will provide & borne the cost of minor repair as and when required. If the Equipment or Machinery beyond repair condition, Port Authority needs to replace & procure the same at their cost on intimation of contractor.

Tender condition prevails

Clause No. 33(e) of GCC, Page No. 30

SCOPE OF WORK FOR **OSR EQUIPMENT**

All OSR equipment which are owned/hired by the NMPA shall be in working condition and ready to use at all time.

Please clarify the OSR equipment which are owned/hired by the NMPA for this contract are new under warranty or available & how many years old? Can you please clarify the equipment & machineries if procured from the reputed or local 2017 & owned by manufacturer/supplier with facility of after sales service or not. We are putting this query to know & check whether the spares of this equipment available in market or not. If the equipment or machinery not used frequently in operation, its difficult to assure the ready to use at all time for the OSR emergency.

equipment OSR are procured in the year 2016 & the Port. Presently **OSR** equipment are in working condition and maintained by the contractor.

Clause No. 33(g) of GCC, Page No. 30 SCOPE OF WORK FOR OSR EQUIPMENT

Any damage to the OSR equipment during storage and deployment, the cost of repairs shall be borne by the contractor

Request Port Authority to provide the cost of major repair if any damage during storage and deployment of OSR equipment and contractor will borne the cost of minor repair at its own.

Tender condition prevails

Clause No. 33(i) of GCC, Page No. 30 SCOPE OF WORK FOR OSR EOUIPMENT

Shifting of OSR (Oil Spill Response) equipment to incident site/place are to be carried out by the contractor.

Request Port Authority to provide the transport facility or cost of transportation at actual for shifting of equipment to incident site/place because the actual incident location unknown to contractor.

Tender condition prevails

Clause No. 39(A) iii of GCC, Page No. 34 clarify the Refer Please Employer's contribution | Clause No. PAYMENT OF WAGES TO STAFF for EPF & ESI will be 39(A) iii of WELFARE **MEASURES** EPF. ESI the GCC, which reimbursed to iii. The EPF & ESI contribution of the employees and immediate employer's contractor after payment is self-(contractor) contribution shall be remitted by contractor to the Authorities explanatory. made to the statutory concerned periodically at the applicable rates. The immediate employer's authority every month (contractor) EPF & ESI contribution will be reimbursed to the contractor on submission of proof

Clause No. 48 of GCC, Page No. 37 **DOWNTIME**

The contractor shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the boat. The downtime of 12 days will be credited in the beginning of each contractual year.

based on the documentary evidence submitted towards remittance made.

Request NMPA to allow down time of 18 days in a contractual year to upkeep the Boat. Allow contractor to avail a maximum downtime upto 12 days at any point of time during currency of contract.

of remittance.

Tender condition prevails

Clause No. 50 (C) of GCC, Page No. 38 PENALTY ON NON AVAILABILITY OF BOAT DURING THE **CONTRACT PERIOD**

The penalty would be levied for non-availability of boat is as follows: 1 to 7 days = 25 % of hire charges per day + Non payment of hire charges

8 to 14 days = 50 % of hire charges per day + Non payment of hire

15 to 21 days = 75 % of hire charges per day + Non payment of hire charges

22 to 30 days = 100 % of hire charges per day + Non payment of hire charges

1 to 23 hours = 25% of hire charges per hour + Non payment of hire charges per hour on pro rata basis.

Request NMPA to consider & reduce follows penalty 1 to 7 days = 10 % of hire charges per day + Non payment of hire charges 8 to 14 days = 15 % of hire charges per day + Non payment of hire charges 15 to 21 days = 20 % of hire charges per day + Non payment of hire charges 22 to 30 days = 25 % of hire charges per day + Non payment of hire charges 1 to 23 hours = 10% of hire charges per hour + Non payment of hire charges per hour on pro rata basis.

Tender condition prevails

- 9 Clause No. C of NIT, Page No. 8 & 9
 - (i) Average Annual Financial Turnover during the last three years ending 31st March 2022, should be at least Rs.3,51,90,000/-
 - (ii) The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works DIRECTLY in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt./ PSUs / Private Co. during last 10 (TEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:

| One similar | Rs.9,38,40,000/- |
|----------------------|------------------|
| completed work | |
| costing not less | |
| than (OR) | |
| Two similar | Rs.5,86,50,000/- |
| completed works | |
| each costing not | |
| less than (OR) | |
| Three similar | Rs.4,69,20,000/- |
| completed works | |
| each costing not | |
| less than | |

We note that the PQC for average turnover is the prequalification criteria is stipulated at 30% of the total estimate for 5 years where as the PQC for successfully completed similar work at 80%, 50% and 40% for single, double and 3 similar completed orders which has resulted in required Average turnover criteria very much less than the criteria for completed order value. How can a tenderer having an average turnover of about say about Rs3.52 crore can have any order of value which is more than the turn over.

Please note that this being a project for providing OSR Services which is labour intensive the major financial implication will be the monthly expanses incurred by contractors and annual project coast would be only about 1/5 th or 20 % of the total estimate for 05 years.

The contractor will be raising and realising the monthly bills for their services and carry out their operations continuously. They don't have to arrange and mobilise the entire amount required for 05 years at one go.

Hence, we request the PQC for annual turnover is stipulated at the annual estimate of the project and the PQC for successfully completed similar work stipulated at 80%, 50% and 40% of the annual turnover for signal order, double order and triple order respectively.

We would like to bring to your kind attention that in VPTA tender document No IMAR/DCO/D/01/2022 for 3 year operation, PQC for annual turnover was at only 30% of the annual estimated cost of the project and the single order value at only 80% of the estimated annual cost, 50% for two order and 40% for 3 orders. This is quite reasonable as this would enable genuine OSR service providers get qualified for the project. Please look into the matter.

Tender condition prevails.

10 Clause No. C (ii) of NIT, Page No. 9
"Similar Work" means

The bidder should have experience in "Supply & operation of Oil Spill Response (OSR) Boat/s and shall have the experience in operation, maintenance and deployment of OSR equipment at sea".

(OR)

The bidder should have experience in "Supply & operation of Tug / Pilot Launch / Security Patrol Boat and shall have the experience in operation, maintenance and deployment OSR equipment at sea".

We note that the PQC calls for only the experience of Supply & operation of Oil Spill Response (OSR) Boat/s and shall have the experience in operation, maintenance and deployment of OSR equipment at sea. In our openion, based on our previous experience of OSR services for over twenty five years, for providing effective OSR operations, the service providers should also be able to provide vessel operation, manning and crewing services. We note that this aspect has not been covered in the PQC. Hence we would like to request you to add "Providing Oil Spill Combat Services for SPM and Offshore / Onshore operations" and requirement of Vessel operation manning and crewing experience apart from oil spill response operations.

Tender condition prevails.

11 Clause No. 15 of GCC, Page No. 24 MANAGER

The contractor shall provide a Manager locally who will be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities.

Please clarify the terms "Provide a manager locally". Do the contractor have to recruit a manager from the local area of site or can the depute a manager from the roles to the site during the currency of the project.

Please clarify the terms "Provide a manager locally". Do the contractor to read as:

Supervisor of the contract will be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities.

12 Clause No. 19.1 of GCC, Page No. 25

Performance Security should be 3 % of Total Contract value + GST and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within 28 days of issue of Work Order. Bank Guarantee as per Format given in Form -2 with a validity of One year and claim period of 6 months. However, the Bank Guarantee will have to be extended every year till completion of contract with a claim period of 6 months. Contractor has to renew the BG well in advance to avoid penalty / encashment. The BG with a validity of five years and claim period of 6 months can also be submitted.

We request that the value of performance security with validity of one year and clime for period of 06 month renewable every year be at 3% of the annual contract value +GST instead of the total contract value.

Tender condition prevails.

Clause No. 33 of GCC, Page No. 29

Manpower for Deployment of OSR equipment:

Supply of following manpower in each shift (8 hours) round the clock (24 x 7). All staff shall have valid company ID card issued by the contractor.

| Supervisor (Skilled category). | 1 No. | He should have Oil spill IMO level-2 training and technical knowledge of operation & maintenance of OSR equipment. | 23 to 58 years | |
|--------------------------------|--------|--|------------------------------|--|
| Staff (Semi-skilled category) | 7 Nos. | They should have Oil spill IMO level -1 training. | Age limit: 23 to 50 years | |

Since we would prefer to have IMO Level I staff as young as possible, please consider the age limit from 21 years to 50 years.

Tender condition prevails.

14 Clause No. 33 (d) of GCC, Page No. 30 SCOPE OF WORK FOR OSR EQUIPMENT

All the cost of the spares and repairs for maintaining of the OSR equipment shall be borne by the contractor.

Since all the equipment belong to NMPA, We have no idea about their age and conditions and can not estimate the requirements of spares. We shall do the repair in port area as and when required and the spares required at that time have to be provide by NMPA and their cost. In case we have procure the spares at the time of repair, the cost of same have to be reimburse by NMPA.

We request you to kindly accept the above.

Tender condition prevails

Clause No. 33 (j) of GCC, Page No. 30

SCOPE OF WORK FOR OSR EOUIPMENT

Shifting of OSR (Oil Spill Response) equipment to incident site/place are to carried out by the contractor.

We request that the onshore transportation of the equipment from warehouse / Store to Vessel /Boat or to any other place as required by NMPA and, loading and unloading of same to be arranged by NMPA at their cost or if arranged by the contractor, the expenses for same is reimbursed to the contractor.

Shifting of OSR (Oil Spill Response) equipment will be inside the Port premises are to carried out by the contractor.

16 Clause No. 33 (x) of GCC, Page No. 31

SCOPE OF WORK FOR OSR EQUIPMENT

The shore staff shall also carry out the any oth

The shore staff shall also carry out the any other duties as instructed by the Deputy Conservator or his representative without any additional financial liabilities on NMPA.

Please clarify the terms "any other duties". This term is very vague. Contractor teams are trained for providing OSR Services and Equipment O&M and boat operations only. They cannot be expected to perform any other duties other then above mention.

Refer Corrigendum Sl. No. 2

17 Clause No. 40 of GCC, Page No. 34 & 35

JOINT INSPECTION FOR ACCEPTING THE BOAT & MANPOWER FOR SERVICE:

- The Bunker survey will be carried out in the presence of Marine Surveyor to assess the quantity of fuel and freshwater on board.
- For Bunker survey, competent Marine surveyor to be arranged at the contractor's cost.

Clause No. 42 of GCC, Page No. 35

ON-HIRE AND OFF-HIRE SURVEY CHARGES DURING THE CONTRACT PERIOD:

On-hire and off-hire survey charges shall be borne by the contractor. The contractor shall arrange a certified Marine Surveyor (third party) for Bunker survey for On-hire and off-hire survey at their cost.

We request that all survey charges are borne by NMPA since it is NMPA requirement.

Tender condition prevails.

18 Clause No. 50 (C) of GCC, Page No. 38

PENALTY ON NON AVAILABILITY OF BOAT DURING THE CONTRACT PERIOD

The penalty would be levied for non-availability of boat is as follows:

1 to 7 days = 25 % of hire charges per day + Non payment of hire charges

8 to 14 days = 50 % of hire charges per day + Non payment of hire charges

15 to 21 days = 75 % of hire charges per day + Non payment of hire charges

22 to 30 days = 100 % of hire charges per day + Non payment of hire charges

1 to 23 hours = 25% of hire charges per hour + Non payment of hire charges per hour on pro rata basis.

Please confirm how the requirement of the boat would be communicated with the contractor. We request it is done by written commutation mentioning the time of requirement.

Boats should be available all the time (24x7) at Port area.

19 Clause No. C (ii) of NIT, Page No. 9
The BIDDER shall have
SUCCESSFULLY
COMPLETED Similar Works
DIRECTLY in Port Sector (Govt.) /
Port Sector (Private) / Central Govt.
/ State Govt./ PSUs / Private Co.
during last 10 (TEN) years
ending on last day of month
previous to the one in which
tenders are invited, should be
either of the following:

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|-----------------|-------------|---|
| One | similar | Rs.9,38,40,000/- |
| completed | work | |
| costing not | less than | |
| (OR) | | |
| Two | similar | Rs.5,86,50,000/- |
| completed | works | |
| each costing | not less | |
| than (OR) | | |
| Three | similar | Rs.4,69,20,000/- |
| completed w | orks each | |
| costing not le | ess than | |

The Present tender is for providing boats and manpower for O&M of Oil Spill Response (OSR) equipment and combating oil pollution Services in port for five (5) years project totalling to **Rs. 11.73 Cr.** and hence the requirement of value of single order value two orders and three orders value calculated on that basis. Please note that in providing OSR services, the only financial implication is the monthly expenses involved by contractors, and the per annum project cost comes to max. **Rs2.35 Cr.** only, which comes to **max. Rs.19.55 Lakh per month** liability to contractor.

Adding high value projects as similar work and raising these financial figures is an attempt to remove genuine OSR service providers at the cost of large companies working in unrelated field in comparison of OSR filed. These guidelines are given by CVC for supply and other capital intensive projects, and cannot be made applicable for specific projects like OSR Services. Hence all order value for different size orders and EMD / PBG etc. should be proportionate to one year project cost of Rs.2.35 Cr. and NOT Rs.11.73 Cr. for five years duration. All these will result in high cost of finance and hence the contracts will have no option but to raise the quotes, which does not have and value addition to the port, despite increased cost.

Tender condition prevails.

- As per scope of Work for Boats and OSR equipment, please a) Boats must be manned as per IV Act. OSR clarify the:
 - a) Total nos. of boat crew and OSR team require?
 - b) Kindly also accept the LOA of the boat between 8 to 12 mtrs. and FRP Hull.
- a) Boats must be manned as per **IV Act**. OSR team should be consisting of 01 No. Supervisor and 07 Nos. Staffs in each shift as per clause No. 33 of GCC.
- b) Tender condition prevails.

| 21 | Clause No. 36 (v) of GCC, Page No. 32 At the time of submission of Bids, the TENDERER SHOULD OWN THE OFFERED BOATS for hire to NMPA (furnish ownership document and offered Boats details). | | | also. | | Tender condition prevails | |
|----|--|--|--|--|--------------------------------|---------------------------------|--|
| 22 | | | | There is no Pre-bid meeting. However, all the queries will be clarified. | | | |
| 23 | The bid submission date should be min. 30 days after the reply of pre-bid queries. Tender condition prevails | | | | | | |
| 24 | Clause No. C (ii) of NIT, Page No. 9 "Similar Work" means The bidder should have experience in "Supply & operation of Oil Spill Response (OSR) Boat/s and shall have the experience in operation, maintenance and deployment of OSR equipment at sea". (OR) The bidder should have experience in "Supply & operation of Tug / Pilot Launch / Security Patrol Boat and shall have the experience in operation, maintenance and deployment OSR equipment at sea". | and management of OSR boat deployment of OSR equipment all In view of above and to increase playing field, we suggest following 'Similar Work" means the Servi manning, maintaining and operated /Utility Vessels/ self propelled Bealong with experience in deployment, with minimum follows. | the competition and to provide the level of under similar work defination: ice Provider should have experience if ating of tugs / OSVs / PSVs /Tanker Barge / any other self propelled vesselment, operation and maintenance of OSI wing Oil pollution equipment fitted: a spray system consisting of two spraining Oil containment boom of min 500 fting crude/emulsion @50m3/hr. | | level lece in nkers essels OSR | Tender condition prevails | |

25 Clause No. 32 (d) of GCC, Page No. 27

MANNING:

d) Boats are required to exercise all safety precautions and maintain good watch while maneuvering. Masters of boat shall exercise the powers vested to them under SOLAS Chapter - V, Safety of Navigation, Regulation 34 -1 and International Management Code for Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code), Section 5.2 at all times.

Please note that boats would be manned as per IV act; and also boat GRT would be less than 500; In that case, ISM would not be applicable; hence, we request to add the word, "as applicable" at the end of this clause.

Tender condition prevails

Clause No. 36 (v) of GCC, Page No. 32

At the time of submission

of Bids, the TENDERER SHOULD OWN THE OFFERED BOATS for hire to NMPA (furnish ownership document and offered Boats details).

Sir, Pls note that this would restrict the competition and also, all the tender allow the bidder (tenderer) to offer other owner vessel along with consent letter from them. In view of that, we propose following wording:

"At the time of submission of bid, the tenderer should own the offered tug or they should have firm purchase agreement with the present owner of the boat along the consent letter from present owner allowing the tenderer to offer their boat in this tender.

At the time of mobilization of boat, the boat must be owned by tenderer".

Tender condition prevails

27 Clause No. 40 of GCC, Page No. 34 & 35

JOINT INSPECTION FOR ACCEPTING THE BOAT & MANPOWER FOR SERVICE:

• List of OSR equipment & accessories to be recorded at the time of handing over and taking over.

Sir, request to include following at the end of this clause:

The operational and general condition these equipment would also be recorded at the time of inspection. Refer Addendum Sl. No. 1

CORRIGENDUM

1 Clause No. 56 of GCC to read as:

OSR EQUIPMENT

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.

2 Clause No. 33 (x) of GCC to read as:

SCOPE OF WORK FOR OSR EQUIPMENT

The shore staff shall also carry out the work related Marine services as per the requirement of Port or in any emergency without any additional financial liabilities on NMPA.

ADDENDUM

1 | Clause No. 40 of GCC

JOINT INSPECTION FOR ACCEPTING THE BOAT & MANPOWER FOR SERVICE:

- On the date of commencement of service, the boat shall have completed all the necessary surveys and be in possession of all valid certificates.
- A Joint Inspection will be carried out at New Mangalore Port Authority before the boat is accepted for service in the Port to assess the condition, capability and performance of the boat and the fuel oil stock held on board.
- The boat will be declared **ON-HIRE** from the time, the Joint Survey Report accepted/endorsed by the Dy.Conservator on verification of all the relevant certificates viz., various documents, Registration certificate, Insurance certificate, classification certificates, record of safety equipment, other statutory certificates, IMO level certificates of the OSR staff at shore, list of crew etc. and satisfy the Port of all other requirements.

- The Bunker survey will be carried out in the presence of Marine Surveyor to assess the quantity of fuel and freshwater on board.
- The cost of fuel depending on ROB would be settled at the end of the contract as per prevailing fuel price at Mangalore.
- List of OSR equipment & accessories to be recorded at the time of handing over and taking over. The operational and general condition these equipment would also be recorded at the time of inspection.
- For Bunker survey, competent Marine surveyor to be arranged at the contractor's cost.
- The bidder should submit the copy of **TDS Certificate** along with **technical bid** towards the proof of payment received from the clients for which Work Completion Certificate is submitted.

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