

TENDER No. NMPA/MS/SBHS/2023 dated 27-07-2023; e-tender No. 2023_NMPT_763956_1
TENDER FOR “OUTSOURCING OF HYDROGRAPHIC SURVEY WORKS OF NMPA FOR A PERIOD OF
THREE YEARS”

PRE –BID CLARIFICATIONS

Sl. No	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	Clarification by NMPA
1	Clause No. 34 (A) of GCC, Page No.28,29 - SCOPE OF WORK	Line spacing for Single Beam Survey not mentioned. Generally, as thumb rule spacing of 10 Mtrs is considered. Please confirm Line spacing requirement by NMPA ?	Clause No. 34.3 of GCC to read as: Scale for survey charts: Single-beam survey charts are as directed by the Port Authority – Line spacing for Single Beam Survey is 20 mtrs apart. However, Survey charts are required to be prepared with 30 x 10 mtr grid. 2Nos signed and sealed colour hard copies along with soft copies of CAD drawing & PDF charts with specified colour code are to be required to submit by the contractor within 07 days after completion of each set of survey.
2	Clause No. 34.6 of GCC, Page No.29 - SCOPE OF WORK Survey may be carried out including holidays subject to favourable weather condition for acquiring survey data with prior approval from Deputy Conservator or his appointed officer.	After mobilisation of team and equipment to site for starting the job, if for any reason boat/vessel (being provided by NMPA vide para 33) not available, or due to unfavourable weather conditions, not able to commence work, than stand by charges of team and equipment will be applicable. This is not mentioned in the tender document. Should same be included in our proposal in the tender ? Please confirm	Tender Condition Prevails as this clause is self-explanatory.
3	Clause No. 33 of GCC, Page No.28 - LAUNCH NMPA shall provide Launch for single-beam & lead line survey works at FREE OF COST.	Please confirm if lunch being provided with fuel/oil/water or contractor has to arrange? If contractor has to arrange, kindly mention the quantity required per day for including in the tender value.	NMPA shall provide Launch with manning for single-beam & lead line survey works at FREE OF COST including fuel/oil/water.

4	Clause No. 24 of GCC, Page No.26 - PAYMENTS	Please mention the payment terms for this project	Tender Condition Prevails as this clause is self-explanatory.
5	Clause No. 15 of GCC, Page No.24 - MANAGER / SUPERVISOR The contractor shall provide a Manager/ Supervisor at their cost with the decision making capabilities who shall be responsible for all the operations, documentations, communications & co-ordinations with the Port.	Please clarify if the work shall be performed on instruction of the client / Engineer in charge and that contractor shall not be liable for any consequences thereof.	This clause is deleted. However, the contractor is responsible for carrying out the Survey as per Port's requirement.
6	Clause No. 4 of GCC, Page No.20 – Termination for Default / Debarment	Please clarify whether the consideration for the completed work shall be released by NMPT.	Tender Condition Prevails
7	Clause No. 5 of GCC, Page No.21 - FORCE MAJEURE	Contractor should be either given standby charges or demobilisation fee in the event force majeure event exceed 7 days.	Tender Condition Prevails
8	Clause No. 6 of GCC, Page No.22 - INSURANCE	As per the knock for knock regime, we commit to get the insurance for our equipment and assets	Tender Condition Prevails
9	<p>Clause No. 31 of GCC, Page No.27 - PENALTY FOR THE DELAY IN COMMENCEMENT OF CONTRACT The successful bidder shall commence the contract within 30 days from the date of issue of Work Order. The delay in commencement of contract shall attract penalty @ Rs.25,000/- per week + GST as applicable or part thereof for the delayed period till 8 weeks. After 8 weeks, the contract shall be liable to be cancelled and the performance guarantee / EMD will be forfeited.</p> <p>Clause No. 32 of GCC, Page No.28 - PENALTY FOR NOT CARRYING OUT SURVEY DURING THE CONTRACT PERIOD If the survey work as per Port's requirement in particular area is not attended within 10 days from the date of intimation, delay shall attract penalty @ Rs.5,000/- per day + GST as applicable for delayed period till 30 days, subject to favorable weather condition and availability of NMPA facilities like launch, survey area, etc.</p> <p>If the survey work as per Port's requirement in particular area is not carried out after lapse of 40 days (10 days + 30 days penalty duration), the contract is liable to be terminated and Performance Security will be forfeited.</p>	We request for a 10% of the Contract Price as a cap on the Penalty provision.	Tender Condition Prevails

10	<p>Addition of a new clause</p> <p>We request to insert the knock for knock provision as per the industrial standard: "The parties hereby agree to indemnify, defend and hold each other harmless from and against:</p> <p>a) Damages to their respective facilities, equipment and/or properties (existing or not), whatsoever caused; and/or</p> <p>b) Death of or injury to their respective personnel, agents and/or representatives, whatsoever caused."</p>	<p>Tender Condition Prevails</p>
11	<p>Addition of a new clause</p> <p>Considering the nature of work and the industry practice, we propose:</p> <p>"In the event of defect in the services, Contractor's sole obligation shall be limited to reacquisition of data while at the worksite. Following departure from the worksite, Contractor's warranty liability shall be limited to the reanalysis of data and re-issuing of report for a period of one (1) month in relation to any type of Services."</p>	<p>Tender Condition Prevails</p>
12	<p>Addition of a new clause</p> <p>We propose to insert the this content to have a clarity pertaining to liability of respective parties:</p> <p>Contractor's total liability in relation to or arising from the Services, whether in contract or at law, shall not exceed hundred percent (100%) of the Contract value. Contractor shall not be liable for any indirect, consequential, incidental, special or punitive loss or damage, whether foreseeable or not, as well as any direct or indirect loss of profit, loss of use, loss of revenue, downtime facility, loss of production, loss of interest, loss of goodwill, loss of contract.</p> <p>Contractor shall indemnify, defend and hold NMPA harmless from and against pollution and/or contamination (including clean-up cost) emanating from Contractor's spread, equipment and/or property, and We propose to insert the below mentioned content to have a clarity pertaining to liability of respective parties:</p> <p>Contractor's total liability in relation to or arising from the Services, whether in contract or at law, shall not exceed hundred percent (100%) of the Contract value. Contractor shall not be liable for any indirect, consequential, incidental, special or punitive loss or damage, whether foreseeable or not, as well as any direct or indirect loss of profit, loss of use, loss of revenue, downtime facility, loss of production, loss of interest, loss of goodwill, loss of contract.</p> <p>Contractor shall indemnify, defend and hold NMPA harmless from and against pollution and/or contamination (including clean-up cost) emanating from Contractor's spread, equipment and/or property, and NMPA shall indemnify, defend and hold Contractor harmless from any other pollution and/or contamination (including clean-up cost), whatsoever caused during the execution of the Services. NMPA shall indemnify, defend and hold Contractor harmless from any other pollution and/or contamination (including clean-up cost), whatsoever caused during the execution of the Services.</p>	<p>Tender Condition Prevails</p>

13	<p>Clause No. 6 1(b) of GCC, Page No.22 - INSURANCE Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract [i.e. third party liability (industrial) policy for a value not less than Rs.15 lakhs Any one accident (AOA) and Rs.30 lakhs Any one year (AOY) –AOA:AOY -1:2]</p>	<p>Kindly be informed that all our survey equipment are insured and we have workmen compensation for all our survey personnel. Kindly confirm whether this third-party liability policy is still mandatory?</p>	<p>Tender Condition Prevails</p>																																																												
14	<p>Clause No. 41 of GCC, Page No.31 The contractor has to submit an Indemnity Bond as per prescribed format Form No.3 prior to commencement of work.</p>	<p>As per our understanding, Indemnity Bond is generally applicable to Construction works. As this is a survey work, kindly clarify whether Indemnity Bond is applicable in this contract or not.</p>	<p>Tender Condition Prevails</p>																																																												
15	<p>Clause No. 33 of GCC, Page No.28 – LAUNCH NMPA shall provide Launch for single-beam & lead line survey works at FREE OF COST.</p>	<p>We understand that NMPA shall provide Survey Launch with fuel and boat crew including coxswain. Kindly confirm.</p>	<p>Please refer Pre-Bid clarification Sl. No. 3</p>																																																												
16	<p>Clause No. 43 of GCC, Page No.31 – PRICE BID EVALUATION Price bids of techno-commercially qualified bidders will be opened and evaluation will be calculated as follows:</p> <table border="1" data-bbox="271 850 1193 1289"> <thead> <tr> <th>Sl. No.</th> <th>Item Description</th> <th>Survey in a Year</th> <th>Unit rate (Rs.)</th> <th>Total amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td colspan="5">1 A. SINGLE-BEAM SURVEY</td> </tr> <tr> <td>1.01</td> <td>Zone III (2.50kms X 0.27kms = 0.675 Sq.kms)</td> <td>5 times</td> <td></td> <td></td> </tr> <tr> <td>1.02</td> <td>Zone IV (1.00kms X 0.75kms = 0.750 Sq.kms)</td> <td>5 times</td> <td></td> <td></td> </tr> <tr> <td>1.03</td> <td>Any other (1.00kms X 1.00kms = 1.000Sq.kms)</td> <td>1 time</td> <td></td> <td></td> </tr> <tr> <td colspan="5">2 B.LEADLINE SURVEY:</td> </tr> <tr> <td>2.01</td> <td>Berth No.10 (350m X 10m = 3500Sqm)</td> <td>5 times</td> <td></td> <td></td> </tr> <tr> <td>2.02</td> <td>Berth No.11 (350m X 10m = 3500Sqm)</td> <td>5 times</td> <td></td> <td></td> </tr> <tr> <td>2.03</td> <td>Berth No.15 (375m X 10m = 3750Sqm)</td> <td>5 times</td> <td></td> <td></td> </tr> <tr> <td>2.04</td> <td>Berth No.16 (325m X 10m = 3250Sqm)</td> <td>5 times</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total contract value for one year = A</td> <td>= Rs.</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total contract value for three years = A x 3</td> <td>= Rs.</td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Item Description	Survey in a Year	Unit rate (Rs.)	Total amount (Rs.)	1 A. SINGLE-BEAM SURVEY					1.01	Zone III (2.50kms X 0.27kms = 0.675 Sq.kms)	5 times			1.02	Zone IV (1.00kms X 0.75kms = 0.750 Sq.kms)	5 times			1.03	Any other (1.00kms X 1.00kms = 1.000Sq.kms)	1 time			2 B.LEADLINE SURVEY:					2.01	Berth No.10 (350m X 10m = 3500Sqm)	5 times			2.02	Berth No.11 (350m X 10m = 3500Sqm)	5 times			2.03	Berth No.15 (375m X 10m = 3750Sqm)	5 times			2.04	Berth No.16 (325m X 10m = 3250Sqm)	5 times			Total contract value for one year = A		= Rs.			Total contract value for three years = A x 3		= Rs.			<p>1) It is mentioned that Single beam Echosounder and Lead Line surveys will be carried out five times (five call out) in a year except for one area where survey will be carried out once in a year.</p> <p>As per our Understanding, the survey will be carried out for the following sections on each call out.</p> <p>1 A. SINGLE-BEAM SURVEY 1.01 Zone III 1.02 Zone IV</p> <p>2 B. LEADLINE SURVEY: 2.01 Berth No.10 2.02 Berth No.11 2.03 Berth No.15 2.04 Berth No.16</p> <p>And the below section survey will be carried out along with any of the five call outs.</p> <p>1 A. SINGLE-BEAM SURVEY 1.03 Any other</p> <p>Kindly confirm.</p>	<p>1. Please refer clause No. 34 of GCC which is self-explanatory.</p>
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		2) Could you please confirm the whether the said survey will be carried out in monsoon period also?	2. Please refer clause No. 34 of GCC which is self-explanatory.
17	Minimum Qualification Criteria (MQC) of the Bidder, Page No.9 AVERAGE ANNUAL TURNOVER Average Annual Financial Turnover during the last three years ending 31st March 2022 , should be at least Rs.28,06,425/- . Bidders have to submit the following: Audited Financial Statements for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant .	Request for amendment for financial years starting from 2020-21, 2021-22 and 2022-23.	Tender Condition Prevails
18	Before commencing any survey work or setting out, the Employer shall give the Survey Agency not less than four days written notice of its intension to survey or to set out or to take soundings for any part of the works in order that arrangements may be made for deployment of team for successfully carrying out survey.		Tender Condition Prevails. Please refer clause No. 32 & 34 of GCC.
19	Clause No. 34 (34.2) of GCC, Page No.29 – SURVEYS EQUIPMENTS: Leadline Surveys: Survey may preferably be carried by using lead line sounding chain (stainless steel chain) of 20m in length with accuracy tags at every 20cms. Same is to be calibrated during each set up survey.	Will it be acceptable if we did SBES Survey even in the Leadline Survey areas of the Berths 10, 11, 15 & 16. Please confirm	Tender Condition Prevails.
20	Clause No. 33 of GCC, Page No.28 – LAUNCH NMPA shall provide Launch for single-beam & lead line survey works at FREE OF COST .	Kindly note that Xpress Geomatics's field working schedule is 7 am to 5 pm in all days including Saturday and Sunday. Client has to ensure the provision of survey launch to Xpress Geomatics during this period without any hindrance. Kindly confirm.	Yes, Launch will be provided.
21	Clause No. 43 of GCC, Page No.31 – PRICE BID EVALUATION Price bids of techno-commercially qualified bidders will be opened and evaluation will be calculated as follows:	Kindly note that, as per our calculations with 10 m line spacing, all the sections can be completed in 5 days. Once Xpress Geomatics survey personnel and equipment reach at site as per the 'call	Tender Condition Prevails

Sl. No.	Item Description	Survey in a Year	Unit rate (Rs.)	Total amount (Rs.)
1	A. SINGLE-BEAM SURVEY			
1.01	Zone III (2.50kms X 0.27kms = 0.675 Sq.kms)	5 times		
1.02	Zone IV (1.00kms X 0.75kms = 0.750 Sq.kms)	5 times		
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2	B.LEADLINE SURVEY:			
2.01	Berth No.10 (350m X 10m = 3500Sqm)	5 times		
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2.04	Berth No.16 (325m X 10m = 3250Sqm)	5 times		
Total contract value for one year = A		= Rs.		
Total contract value for three years = A x 3		= Rs.		

out order', Client has to provide the survey Launch to Xpress Geomatics for 5 days continuously to complete the survey on time. Any delays during this time (beyond Xpress Geomatics's control) stand by charges will be applicable on pro-rata basis.

22	<p>Clause No. 34 (34.1) of GCC, Page No.29 – SURVEYS EQUIPMENTS: Single-beam Echo-sounding Surveys: During Single-beam surveys, single beam echo-sounder with dual (33Khzs & 210Khzs) frequency, latest updated DGPS positioning system with precision, motion sensor, gyro compass, sound velocity probe and other required accessories are essential.</p> <p>a) At the start of each set of survey DGPS has to be calibrated to the specified accuracy. To this effect the tenderer shall establish a fixed point with known coordinates such that the launch used for survey can easily be positioned with the transducer of the echo sounder always in same position relatively to the calibration point.</p> <p>b) Echo sounder shall be checked and calibrated daily before and after the survey by means of bar suspended at a known distance below the water surface. The echo sounder should maintain a repeatable accuracy of better than 05 cm.</p> <p>c) Sound Velocity (SV) to be observed each day before commencement of the survey.</p>	<p>Kindly note that our in house Single beam Echosounder EA 400 has the dual frequency of 38 kHz and 200kHz. Could you please confirm whether this suffice the requirement.</p>	Tender Condition Prevails
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