

**TENDER No. NMPA/ME/PL/2023/19 dated 29-09-2023; e-tender No. 2023\_NMPT\_774096\_1**  
**TENDER FOR “HIRING OF RSV TYPE IV PILOT LAUNCH WITH MANNING FOR A PERIOD OF 5 YEARS”**  
**PRE –BID CLARIFICATIONS**

Sl. No	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	Clarification by NMPA
1	<p>Clause No. 4 of NIT, Page No. 7</p> <p>Estimated cost : ₹5,64,96,321/- Excluding GST</p>	<p>Considering the escalation and prevailing market condition, the price for construction of Hull &amp; Machinery, Survey and Certification under MS Act, RSV Type IV Pilot Launch with Class and Manning as per RSV Type IV regulation is difficult to provide and execute the contract with an estimated cost as mentioned. Hence request Port to increase atleast 20% rate.</p>	<p><b>Tender condition prevails</b></p>
2	<p>Clause No. 2 of GCC, Page No. 21</p> <p><b>COMMENCEMENT OF CONTRACT</b></p> <p>The successful bidder shall commence the work within 45 days from the date of issue of Work Order.</p>	<p>The mobilisation period of 45 days for arranging the boat with required specifications as per clause 38 of GCC is quite inadequate. Hence we request you to consider the mobilisation period of minimum 120 days from the date of issue of Work Order for deployment of substitute boat.</p>	<p>Please refer <b>Corrigendum Sl. No. 1 &amp; 4</b></p>
3	<p>Clause No. 38 of GCC, Page No. 32</p> <p><b>SUBSTITUTE PILOT LAUNCH</b></p> <p>Launch should be IRS Class or any other Class, who is member of IACS and registered under IV Act and shall be valid.</p>	<p>Request the Port to allow and accept the substitute Boat / Tug of lower specs as per availability in market, registered under IV Act without Class for commencement of contract till supply of new built RSV Type IV Pilot Launch.</p>	<p>Please refer <b>Corrigendum Sl. No. 3</b></p>

4	<p>Clause No. 38 of GCC, Page No. 32</p> <p>Substitute Pilot Launch under I.V Act / RSV Type I</p> <p>75 % Amount will be paid as per quoted rate in BOQ (Price bid)</p>	<p>Request Port not to deduct 25% amount of quoted rate during the period of deployment of substitute launch as the salary / wages of manpower / crew (24 X 7 operation) increased and difficult to manage the contract. Hence Port may withheld 25% of the amount from the monthly bill of the contractor and this will be released only after deployment of the new built Pilot Launch.</p>	<p><b>Tender condition prevails</b></p>
5	<p>Clause No. 51 of GCC, Page No. 38</p> <p><b>DOWNTIME</b></p> <p>The downtime of 12 days will be credited in the beginning of each contractual year.</p>	<p>We request the Port to allow downtime of atleast 18 days per annum which is basic requirement for the repairs, maintenance to upkeep the vessel under Class and Statutory Surveys under RSV Type IV regulation of MS Act.</p>	<p><b>Tender condition prevails</b></p>
6	<p>Clause No. 54 of GCC, Page No. 39</p> <p><b>PENALTY FOR NON DEPLOYMENT OF NEW BUILT LAUNCH</b></p> <p>If the Newly built Launch not deployed within 240 days from the date of issue of work order, Penalty will be imposed @ ½ % per week or part thereof for the delayed period till 25 days (penalty period).</p>	<p>Request the Port to kindly allow, deployment of newly built Launch within 300 days from the date of issue of work order as the construction and certification under RSV Type IV is quite difficult to complete and mobilise the boat within 240 days. Hence Penalty may be imposed @ ½ % per week or part thereof for the delayed period till 25 days (penalty period) beyond 300 days.</p>	<p>Please refer <b>Corrigendum Sl. No. 1 &amp; 2</b></p>

7	<p>Clause No. 4 of NIT, Page No. 7</p> <p>Estimated cost : ₹5,64,96,321/- Excluding GST</p>	<p>The estimated amount of the tender is very low. It should be increased by atleast 50%.</p>	<p><b>Tender condition prevails</b></p>
8	<p>Clause No. 51 of GCC, Page No. 38</p> <p>If the down time availed exceeds 6 days, the contractor shall provide substitute Launch of Suitable type and capacity or higher (as per tender requirement) for operation from the 7<sup>th</sup> day onwards on his own account.</p>	<p>In case of substitute launch is availed for more than 6 days then we request you to accept suitable type and capacity of launch which may be surveyed under I.V. Act with class as RSV4 vessel is not available in the market.</p>	<p><b>Tender condition prevails</b></p>
9	<p>Clause No. 37 of GCC, Page No. 31</p> <p>If the successful bidder is providing new built launch, they will be allowed to provide substitute launch (owned / hired) as per the clause No. 38 of GCC or higher capacity for commencement of contract. The substitute launch shall be deployed within 45 days from the date of issue of Work Order. The newly built launch as per the specification in Annexure-7 shall be deployed within 240 days from the date of issue of Work Order.</p>	<p>Request you to increase the deployment of newly built Launch from 240 days to 300 days as availability of machinery and classification of the vessel takes lot of time.</p>	<p>Please refer <b>Corrigendum Sl. No. 1 &amp; 2</b></p>
10	<p>Clause No. 36.8 of GCC, Page No. 29</p> <p>BHP of each Main Engine shall be not less than 700 BHP. The main engine of the launch should be of reputed make for trouble free operation continuously with easy availability of spares.</p>	<p>We are having a RSV4 vessel developing 12 knots should with 400X2 BHP engines. Request you to accept the same so that we can submit our bid.</p>	<p><b>Tender condition prevails</b></p>

11	<p>Clause No. 3 of GCC, Page No. 21</p> <p><b>CONTRACT PERIOD</b></p> <p>The contract period is for <b>5 years (Five years)</b> from the date of commencement of contract.</p>	<p>Kindly increase the Contract period to minimum <b>7 years</b> at least.</p>	<p><b>Tender condition prevails</b></p>
12	<p>Clause No. 36.16 of GCC, Page No. 30</p> <p><b>Manning</b></p> <p>Pilot launch must be manned as per <b>RSV Type IV</b> regulation of M.S. Act (Harbour Manning).</p>	<p>Manning of the Vessel - As the vessel is under RSV4 registration we want you to confirm that port will have no objection if the vessel is strictly manned with the number of crews as mentioned in Safe Manning Documents only for 24 hours operation.</p>	<p>Clause No. 36.16 &amp; 39.2 of GCC are self-explanatory.</p>
13	<p>Please advise whether the bidder needs to give details/certificate of the Alternate boat with the bid or can be submitted later on.</p>	<p>In case bidder intends to supply new built launch, then the details along with certificates of substitute pilot launch to be submitted during the Joint Inspection prior to commencement of contract.</p>	
14	<p>Clause No. 1.2 of MQC, Page No. 9</p> <p>The BIDDER shall have <b>SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (No subcontract work will be considered for Pre-Qualification)</b> in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs during last <b>07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited.</b></p>	<p>Minimum Qualification Criteria : Request you to also allow successful completion of Similar Work with an reputed Private Organization also besides Port Sector (Private).</p>	<p><b>Tender condition prevails</b></p>

15	<p><b>Clause No. 36.8 of GCC, Page No. 29</b></p> <p>BHP of each Main Engine shall be not less than <b>700 BHP</b>. The main engine of the launch should be of reputed make for trouble free operation continuously with easy availability of spares.</p>	<p>We request you not to insist on engine HP of 700x2 the following reasons :</p> <p>a) The vessel with the dimension mentioned by you will easily give 12 knots speed with even 400 BHPx2 engines, which your Port has already experienced earlier for over 5 years of working.</p> <p>b) The fuel consumption of 700 BHPx2 engines will be higher than 400 BHPx2 incurring additional cost to the Port.</p> <p>c) The estimated cost by Port is very low due to which the Contractor has to unnecessarily bear heavy cost of engines of 700 BHPx2 vis vis 400 BHPx2. Coupled with this the cost of manning as per SMD for harbour operation for RSV4 vessels which is very high in case of 700 BHPx2 as per comparison chart below.</p> <table border="1" data-bbox="510 638 1758 949"> <thead> <tr> <th>Capacity</th> <th>200 x 2 BHP</th> <th>400 x 2 BHP</th> </tr> </thead> <tbody> <tr> <td>Chief Engineer</td> <td>MEO Class IV (NCV)</td> <td>Inland Driver, 1st Class on inland Driver, 2nd Class with 12 months experience.</td> </tr> <tr> <td>Second Engineer</td> <td>Inland Driver, 1s Class on inland, 2nd Class Driver with 12months</td> <td>----</td> </tr> <tr> <td>Rating</td> <td>2 Nos.</td> <td>3 Nos.</td> </tr> </tbody> </table> <p>Therefore from above chart you will appreciate that although both the engines HP will be generating 12 knots speed but unnecessarily the cost of manpower increases heavily for 700 x 2 BHP vessel when the estimate amount by Port is quite low.</p> <p>Therefore request you to remove the requirement of mentioning engine's BHP but only speed requirement of 12 knots should be retained.</p> <p>d) Cochin Port in their recent Pilot boat tender has done away with BHP requirement and have demanded that the vessel should be having 12 knots speed irrespective of engine HP.</p>	Capacity	200 x 2 BHP	400 x 2 BHP	Chief Engineer	MEO Class IV (NCV)	Inland Driver, 1st Class on inland Driver, 2nd Class with 12 months experience.	Second Engineer	Inland Driver, 1s Class on inland, 2nd Class Driver with 12months	----	Rating	2 Nos.	3 Nos.	<p><b>Tender condition prevails</b></p>
Capacity	200 x 2 BHP	400 x 2 BHP													
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Second Engineer	Inland Driver, 1s Class on inland, 2nd Class Driver with 12months	----													
Rating	2 Nos.	3 Nos.													

16	<p><b>Downtime:</b> Please allow additional downtime (without penalty) for <b>15 days</b> after Completion of <b>30 months</b> of Contract period.</p>	<p><b>Tender condition prevails</b></p>
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17	<p>Clause No. 3 of GCC, Page No. 21</p> <p><b>CONTRACT PERIOD</b></p> <p>The contract period is for <b>5 years</b> (Five years) from the date of commencement of contract.</p>	<p>Request you to give contract for 7 years instead of 5 years as the investment on the vessel is very high and it becomes uneconomical to offer the vessel in the estimated rate for 5 years contract period.</p>	<p><b>Tender condition prevails</b></p>
18	<p>Clause No. 19 of GCC, Page No. 26</p> <p>Performance Security should be <b>10 % of Total Contract value + GST.</b></p>	<p><b>Security Deposit:</b> Please accept SD of 10% on Total Annual contract value or 3% of total Contract Value as done by you in your last Pilot Boat tender No. 2021_NMPT 648960_1.</p>	<p><b>Tender condition prevails</b></p>
19	<p>In case the bidder is building a new boat than NMPT should insist in the tender terms that the bidder should submit the details along with certificates of the alternate vessels they intend to deploy in <b>45 days</b> otherwise if the bidder fails to provide the alternate vessel in <b>45 days</b> than the EMD should be forfeited.</p>	<p>Please refer <b>Clause No. 53 of GCC.</b></p>	

## **CORRIGENDUM**

1	<p><b>Clause No. 37 (B) of GCC to read as:</b></p> <p><b>IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT LAUNCH CONSTRUCTION IN INDIA</b></p> <p>Bidder should submit the following along with <b>Technical bid:</b></p> <ul style="list-style-type: none"> <li>i. <b>An undertaking of new built launch as in Annexure - 11</b></li> <li>ii. <b>Technical details of new built launch as in Annexure - 7</b></li> <li>iii. <b>Fuel Consumption of new built launch as in Annexure – 8</b></li> </ul>
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However, the successful bidder shall submit **MOU / Agreement for New Built launch** in a non-judicial stamp paper (₹100) between the bidder and the shipyard in India confirming arrangement for construction of launch 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 launch**, they will be allowed to provide **substitute launch** (owned / hired) as per the clause **No. 38 of GCC** or **higher capacity** for commencement of contract. The substitute launch shall be deployed within **90 days** from the date of issue of Work Order. The **newly built launch** as per the specification in **Annexure-7** shall be deployed within **300 days** from the date of issue of Work Order.

In case **substitute launch** are not deployed within **90 days** from the date of issue of Work Order, penalty will be imposed as per **Corrigendum Sl. No. 5 (B)**. If the newly built launch are not deployed within **300 days** from the date of issue of Work Order, penalty will be imposed as per **Clause No. 54 of GCC**.

However, **substitute launch** deployed by the contractor shall be permitted till the newly built launch are deployed for operation or maximum period of **360 days (300 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 launch by the owner or builder of the launch 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 **substitute launch** exceeds the **declared fuel oil consumption** of offered launch 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.

**2 Clause No. 54 of GCC to read as:**

**PENALTY FOR NON DEPLOYMENT OF NEW BUILT LAUNCH**

If the Newly built launch not deployed within **300 days** from the date of issue of Work Order, penalty will be imposed **@ ½ % per week or part thereof** of the total contractual value for the delayed period till **60 days** (penalty period). If the newly built launch is not deployed within **360 days (300 days from the date of issue of Work Order + 60 days penalty period)**, the contract shall be liable to be terminated and the **Performance Security will be forfeited**. In the event of imposing **Penalty, GST as applicable shall be collected**.

3	<p><b>Clause No. 38 – (4) of GCC to read as:</b>  <b>SUBSTITUTE PILOT LAUNCH</b> (for commencement of contract only)  Substitute Launch should be registered under <b>IV Act / RSV Type I</b> and certificate shall be valid.  All other clauses are remain unaltered.</p>				
4	<p><b>Clause No. 2 of GCC to read as:</b>  <b>COMMENCEMENT OF CONTRACT</b></p> <p>a) The successful bidder shall commence the work within <b>45 days</b> from the date of issue of Work Order, in case of Pilot launch readily available as per <b>clause No. 37 (A) of GCC</b>.</p> <p>b) The successful bidder shall commence the work within <b>90 days</b> from the date of issue of Work Order by providing substitute Pilot launch, in case of bidder intends to supply new built launch construction in India as per <b>clause No. 37 (B) of GCC</b>.</p>				
5	<p><b>Clause No. 53 of GCC to read as:</b></p> <table border="1" data-bbox="255 699 2054 1439"> <tr> <td data-bbox="255 699 331 1072">A</td> <td data-bbox="344 699 2054 1072"> <p><b>PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT (IN CASE BIDDER INTENDS SUPPLY OF LAUNCH OWNED BY THE BIDDER)</b></p> <p>As per Work Order issued, the successful bidder shall commence the work as per clause No. 02 (a) of GCC. If the contractor fails to <b>comply the date of commencement of work</b>, penalty will be imposed <b>@ ½ % per week or part thereof</b> of the total contractual value for the delayed period till <b>25 days</b> (penalty period). If the work is not commenced within <b>70 days (45 days</b> from the date of issue of Work Order + <b>25 days</b> penalty period), the contract shall be liable to be terminated and the <b>EMD/ Performance Security will be forfeited</b>. In the event of imposing <b>Penalty, GST as applicable shall be collected</b>.</p> </td> </tr> <tr> <td data-bbox="255 1075 331 1439">B</td> <td data-bbox="344 1075 2054 1439"> <p><b>PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT (IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT LAUNCH CONSTRUCTION IN INDIA)</b></p> <p>As per Work Order issued, the successful bidder shall commence the work as per clause No. 02 (b) of GCC. If the contractor fails to <b>comply the date of commencement of work</b>, penalty will be imposed <b>@ ½ % per week or part thereof</b> of the total contractual value for the delayed period till <b>25 days</b> (penalty period). If the work is not commenced within <b>115 days (90 days</b> from the date of issue of Work Order + <b>25 days</b> penalty period), the contract shall be liable to be terminated and the <b>EMD/ Performance Security will be forfeited</b>. In the event of imposing <b>Penalty, GST as applicable shall be collected</b>.</p> </td> </tr> </table>	A	<p><b>PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT (IN CASE BIDDER INTENDS SUPPLY OF LAUNCH OWNED BY THE BIDDER)</b></p> <p>As per Work Order issued, the successful bidder shall commence the work as per clause No. 02 (a) of GCC. If the contractor fails to <b>comply the date of commencement of work</b>, penalty will be imposed <b>@ ½ % per week or part thereof</b> of the total contractual value for the delayed period till <b>25 days</b> (penalty period). If the work is not commenced within <b>70 days (45 days</b> from the date of issue of Work Order + <b>25 days</b> penalty period), the contract shall be liable to be terminated and the <b>EMD/ Performance Security will be forfeited</b>. In the event of imposing <b>Penalty, GST as applicable shall be collected</b>.</p>	B	<p><b>PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT (IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT LAUNCH CONSTRUCTION IN INDIA)</b></p> <p>As per Work Order issued, the successful bidder shall commence the work as per clause No. 02 (b) of GCC. If the contractor fails to <b>comply the date of commencement of work</b>, penalty will be imposed <b>@ ½ % per week or part thereof</b> of the total contractual value for the delayed period till <b>25 days</b> (penalty period). If the work is not commenced within <b>115 days (90 days</b> from the date of issue of Work Order + <b>25 days</b> penalty period), the contract shall be liable to be terminated and the <b>EMD/ Performance Security will be forfeited</b>. In the event of imposing <b>Penalty, GST as applicable shall be collected</b>.</p>
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**6 Annexure -11 to read as:**

**UNDERTAKING**

**(IN CASE OF NEW BUILT LAUNCH)**

We hereby certify that **new built Pilot Launch** as per Specification as in **Annexure - 7** will be deployed for operation within **300 days** from the date of issue of Work Order.

Also, **substitute Pilot Launch** as per the **clause No. 38 of GCC** will be deployed for commencement of contract within **90 days** from the date of issue of Work Order.

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