

Tender No. NMPA/DC/SB/2023-24/017 dated 22-03-2024; e-tender No. 2024_NMPT_801942_1

Tender for “Hiring of 1 No. RSV Type IV Security Patrol Boat of speed not less than 25 knots for a period of 5 years”

PRE –BID CLARIFICATIONS

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
1.	Clause No. 3 of GCC, Page No. 21 Contract Period: The contract period is for 05 (five) years from the date of commencement of contract.	Request you to amend the contract period for a period of 5+2 years format or more. Since this is a high investment project and return on investment cannot be completed in stipulated five years contract term.	Tender condition prevails
2.	Clause No. 34.3 of GCC, Page No. 29 Draft: 0.6 to 1.0 Metre	This being a steel boat with LOA not less than 10 mtrs , most of the conventional approved design is available in 15-18 mtrs LOA. For this reason we request to amend the draft requirement from 0.6 to 1 mtrs to 0.6 mtrs to 1.5 mtrs .	Please refer Corrigendum Sl. No. 1
3.	Clause No. 34.7 of GCC, Page No. 29 Registration: Registered under RSV Type IV regulation of M.S. Act and shall be valid during the contract period.	We understand the Patrol boat operates within Port limits. Possibilities can be explored to change the RSV Type IV to RSV type I category.	Tender condition prevails
4.	Clause No. 34.30 of GCC, Page No. 30 External Gear System not accepted.	Kindly clarify on this point. Does it mean stern gear propulsion type engine is not accepted.	Yes. Bidder’s understanding is correct.

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
5.	Clause No. 34.44 of GCC, Page No. 31 Air Conditioned wheel house and accommodation.	We request you to eliminate the need of Air conditioner in crew accommodation cabin. Suitable natural ventilation will be provided for crew rooms. Wheel house cabin will be having air conditioner.	Tender condition prevails
6.	Clause No. 34.61 & 34.62 of GCC, Page No. 31 A radio transponder (SART) capable of operating in the 9 GHz band, which shall be so stowed that it can be easily utilized. A satellite emergency position –indicating radio beacon (EPIRB) or DAT transmitting and receiving general radio communications, using either radiotelephony or direct-printing telegraphy.	As EPIRB is made mandatory, does it require additional Radio Transponder (SART), as both these equipment is meant for Search and Rescue operation and also considering the fact that vessel is working under Port limits.	Tender condition prevails
7.	Clause No. 52 of GCC, Page No. 39 Down Time: During the permissible downtime availed by the firm, charter rate will be paid. However, if the availed down time is not earned by providing satisfactory service, the charter rate would be deducted as applicable.	Please clarify / elaborate on this point.	Please refer Corrigendum Sl. No. 2
8.	Clause No. 53 of GCC, Page No. 39 SUBSTITUTE BOAT (during the contract period) Considering the security requirements of the Port, the contractor shall provide a substitute Security Patrol Boat of Suitable type and capacity or higher (as per tender requirements) from 7th day onwards, whenever the Security Patrol Boat is not available beyond its accumulated allocated down time of 6 days . The Substitute boat cannot be deployed at the time of commencement of contract.	Can the bidder provide the Patrol boat of FRP/ steel / Aluminium construction of 15-20 knots speed during the maintenance period, as a Substitute boat.	Tender condition prevails

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
9.	<p>Clause No. 2 (b) of GCC, Page No. 21 The successful bidder shall commence the contract within 240 days from the date of issue of Work Order, in case the bidder intends to supply new built Security Patrol Boat construction in India.</p>	Kindly request the port to allow minimum period of 300 days for commence the contract from the date of issue of Work Order.	Please refer Corrigendum Sl. No. 3
10.	<p>Clause No. 34.5 of GCC, Page No. 29 Speed: 25 knots @ 90% MCR</p>	The DG Shipping vide the DGS Circular No.44-NT/(06)/PORTS/2003-VOL-IV dated 02.04.2012 has standardised the requirements for ISPS / Security boats in Ports. All major ports in India are following the 20 knots speed requirement provided by DGS. We request the Port to consider 20knots speed in 90% MCR.	Tender condition prevails
11.	<p>Clause No. 34.6 of GCC, Page No. 29 Classification: IRS or classed by IACS Member.</p>	If the Boat will be registered under RSV Type IV the classification to be restricted with IRS only not in other IACS member, Hence request port to consider Boat registered with IV Act and Classed with IACS Member.	Tender condition prevails
12.	<p>Clause No. 34.7 of GCC, Page No. 29 Registration: Registered under RSV Type IV regulation of M.S. Act and shall be valid during the contract period.</p>	Security Patrol Boat not required to be registered under RSV Type IV regulation of M.S. Act. It is required to be registered under Inland Vessel Act as per ISPS circular - NT-BRANCH CIRCULAR NO. NT/ISPS/SHIP/03/2009 NO. 44 NT/(06)/PORTS/2003 VOL-IV Dated 06.03.2009. Hence accept Patrol Boat registered with IV Act.	Tender condition prevails

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
13.	<p>Clause No. 34.8 of GCC, Page No. 29 Manning: Security Patrol Boat must be manned as per RSV Type IV regulation of M.S. Act.</p>	<p>Security Patrol Boat manning need to be clarified by Port Authority whether harbour manning or coastal manning required RSV Type IV manning cost is very high as compared to IV registered boats.</p>	<p>Please refer Corrigendum Sl. No. 4</p>
14.	<p>Clause No. 34.13 of GCC, Page No. 29 Hull: Hull to be made of Aluminium/Steel</p>	<p>As per ISPS Speed Patrol Boat requirement hull to be made as FRP with 20 knots speed no need to make in Aluminium/Steel.</p>	<p>Tender condition prevails</p>
15.	<p>Clause No. 35.2 (A) of GCC, Page No. 32 Operation: Security Patrol Boat to be operated for patrolling purposes by CISF inside Port limits and as per instructions of the Deputy Conservator.</p>	<p>If the Security Patrol Boat will be operated for Patrolling purposes by CISF inside Port limits, then Port should accept that Patrol Boat registered with IV Act and Classed with IACS Society.</p>	<p>Tender condition prevails</p>
16.	<p>Clause No. 52 of GCC, Page No.39 Down Time 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. At a time contractor can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repairs.</p>	<p>We request the Port to allow downtime of atleast 18 days per annum. Also consider to avail 12 days maximum downtime to carryout any work/repair</p>	<p>Tender condition prevails</p>

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
17.	<p>Clause No. 52 of GCC, Page No.39 Down Time If the downtime availed exceeds 6 days, the operator shall provide substitute Boat as per clause No.53 of GCC.</p>	<p>Kindly allow operator to provide Substitute Boat if downtime exceeds 12 days atleast.</p>	<p>Tender condition prevails</p>

18.	<p>Clause No. 52 of GCC, Page No.39 Down Time Accumulated downtime at the end of each contract year will lapse and no carry forward for next contract year and also no payment could be claimed for the non-availed down time.</p>	<p>Request Port to please allow the contractor to carry forward the accumulated downtime to next year so that it can be used in case of any emergency or major repair.</p>	<p>Tender condition prevails</p>
-----	--	--	---

19.	<p>Clause No. 54 (B) of GCC, Page No. 40 If the successful bidder fails to comply the date for commencement of contract, penalty will be imposed @ 50% of quoted rate per day + GST</p>	<p>Please consider a LD @ 25% quoted rate per day + GST for delay in commencement of work.</p>	<p>Tender condition prevails</p>
-----	--	---	---

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA												
20.	<p>Clause No. 54 (C) of GCC, Page No. 40 Penalty on non availability of Security Patrol Boat If the Boat fails to perform/provide service fulfilling the contractual obligations, penalty will be imposed.</p> <p>The contractor shall provide a substitute Security Patrol Boat of suitable type and capacity or higher (as per tender requirements) from 7th day onwards, whenever the Security Patrol Boat is not available beyond its accumulated down time of 6 days.</p> <p>If substitute Security Patrol Boat as per Clause No. 53 of GCC is not provided after availing 6 days of down time, penalty as follows will be imposed.</p> <table border="1" data-bbox="297 671 1263 858"> <tr> <td>1 to 7 days</td> <td>=</td> <td>25 % of hire charges per day + Non-payment of hire charges</td> </tr> <tr> <td>8 to 14 days</td> <td>=</td> <td>50% of hire charges per day + Non-payment of hire charges</td> </tr> <tr> <td>15 to 21 days</td> <td>=</td> <td>75% of hire charges per day + Non-payment of hire charges</td> </tr> <tr> <td>22 to 30 days</td> <td>=</td> <td>100% of hire charges per day + Non-payment of hire charges</td> </tr> </table>	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	<p>If the launch is inoperative and / or unavailable for operation, penalty will be levied from the time and date of such in operation / unavailability after allowing any downtime to the credit of the Contractor up to the time and date of break down / in operation as follows, in addition to non-payment of hire charges on pro-rate basis.</p> <p>Up to 7 day = Downtime to adjusted From the 8 to 14 days = 10% of hire charges per day 15 to 21 days = 25% of hire charges per day 22 to 30 days = 45% of hire charges per day</p>	<p>Tender condition prevails</p>
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													
21.	<p>Clause No. 54 (C) of GCC, Page No. 41 Penalty for lower speed:</p> <p>The Port reserves the right to check the speed of the Security Patrol Boat at its discretion at any time during the currency of the contract. In case, the speed of the Security Patrol Boat falls below 23 knots, NMPA reserves the right to impose penalty per day or part thereof @ 10 % of the per day hire charges for every short fall of 1 knot speed, @ 20 % of the per day hire charges for the short fall of 2 knots speed, @ 30 % of the per day hire charges for the short fall of 3 knots speed and so on, However, if the speed of the Security Patrol Boat falls below 17 knots or continues, the Charterer (NMPA) reserves the absolute right to terminate the contract forthwith.</p>	<p>Request NMPA to consider speed of the Boat if falls below 15 knots then the Port impose penalty equivalent to 5% of the per day hire charges for every short fall of 1 knot speed.</p>	<p>Tender condition prevails</p>												

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
22.	<p>Clause No. 1.2 of MQC, Page No. 9 - 10 Minimum Qualification Criteria of the bidder:</p> <p>The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (Subcontract work will not be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited</p> <p>"Similar Work" means "Supply of Patrol Boat/ Security Boat / Pilot launch / Offshore Supply Vessel / Tug and same should have been operated, manned and maintained by the bidder"</p>	<p>Our company is owns, operates and maintain like barges/ ships / IV tugs/ patrol boats. Our company has experience in providing sea transportation service to many private sectors. We have adequate experience and manpower to fulfil your requirements stated in the tender. Our barges/ ships engine has similar capacity which are required in the patrol boat in your tender and function in port limits and for coastal voyages.</p> <p>We request the authorities to consider our experience and allow participation in the tender. Our company is owns, operates and maintain like barges/ ships / IV tugs/ patrol boats. Our company has experience in providing sea transportation service to many private sectors. We have adequate experience and manpower to fulfil your requirements stated in the tender. Our barges/ ships engine has similar capacity which are required in the patrol boat in your tender and function in port limits and for coastal voyages.</p> <p>We request the authorities to consider our experience and allow participation in the tender.</p>	<p>Tender condition prevails</p>

CORRIGENDUM

1	<p>Clause No. 34.3 of GCC to read as:</p> <table border="1" style="width: 100%;"><tr><td style="width: 15%;">Draft</td><td style="width: 85%;">0.6 to 1.5 Metres</td></tr></table>	Draft	0.6 to 1.5 Metres
Draft	0.6 to 1.5 Metres		
2	<p>Clause No. 52 of GCC to read as:</p> <p>DOWN TIME</p> <ul style="list-style-type: none">• 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. At a time contractor can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repairs.• If the downtime availed exceeds 6 days, the contractor shall provide Substitute Boat as per Clause No. 53 of GCC.• The contractor must take prior permission of the Deputy Conservator, New Mangalore Port Authority before laying up the Boat to carry out any maintenance work.• During the permissible downtime availed by the firm, charter rate will be paid. However, during the down time availed by the firm, if the firm is not executing maintenance work/repairs up to the satisfaction of NMPA, the charter rate would be deducted as applicable.• Accumulated downtime at the end of each contract year will lapse and no carry forward for next contract year and also no payment could be claimed for the non-availed down time.		
3	<p>Clause No. 2 of GCC to read as:</p> <p>Commencement of contract</p> <ol style="list-style-type: none">a) The successful bidder shall commence the contract within 60 days from the date of issue of Work Order, in case of Security Patrol Boat readily available by the bidder.b) The successful bidder shall commence the contract within 270 days from the date of issue of Work Order, in case the bidder intends to supply new built Security Patrol Boat construction in India.		

4	<p>Clause No. 34.8 of GCC to read as: Manning: Security Patrol Boat must be manned as per RSV Type IV regulation of M.S. Act. NMPA Harbor limit is up to 12 Nautical Miles. Accordingly, manning of the Security Patrol Boat shall be arranged by the contractor as per Statutory requirements.</p>
5	<p>Clause No. 54 (B) of GCC to read as: Penalty for delaying commencement of contract in case bidder intends to supply new built Security Patrol Boat construction in India: The successful bidder shall commence the contract within 270 days from the date of issue of Work Order, in case the bidder intends to supply new built Security Patrol Boat construction in India. If the successful bidder fails to comply the date for commencement of contract, penalty will be imposed @ 50% of quoted rate per day + GST or part thereof for the delayed period till 60 days (penalty period). If the work is not commenced within 330 days (270 days from the date of issue of Work Order + 60 days penalty period), the contract shall be liable to be terminated and the EMD/Performance Security will be forfeited.</p>

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