

**Tender for “Outsourcing Mooring Operations for a period of 03 years”**  
**Tender No. NMPA/ME/MOORING/2024/04 dated 25-10-2024; e-tender No.2024\_NMPT\_832545\_1**  
**Estimated Amount put to tender: ₹2,09,49,000/- (Excluding GST)**

**PRE –BID CLARIFICATIONS**

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
1.	<p><b>Clause No. 31.1 of GCC, Page No. 26</b>                      The contractor should engage the staff for mooring operations round the clock on 24 hrs × 7 days basis (including weekly off / Public holidays) on <b>3 shifts per day</b>, each shift of <b>8 hours duty. EIGHT PERSONS</b> (1 Supervisor + 7 Staff) per shift to be engaged. The staff shall be available without any break between the shifts.</p>	<p>For single vessel mooring 8 nos. of staff is required.                      At times, two vessels needs mooring/casting of at same time and port instruct the team to split the crew for two operation simultaneously. In such scenario, the contactor will not be responsible for any delay of ship movement. Please clarify.</p>	<p>Simultaneous movements are not regularly carried out. In case of such scenario, the movements are well planned, carried out and fully monitored by NMPA. Hence tender condition prevails.</p>
2.	<p><b>Clause No. 33 of GCC, Page No. 27</b>  <b>Vehicle:</b> Vehicle with driver and fuel will be provided by NMPA only for mooring operations inside the wharf area.</p>	<p>1. In case vehicle breakdown, and mooring operation is affected/delayed, who will be responsible. Please clarify.                      2. When two vessels are being berthed /casting off at same time, how the mooring team be mobilized from one point to another. Please clarify.</p>	<p>1. Vehicle with driver and fuel will be provided by NMPA for mooring operation inside the wharf as per <b>clause No.33 of GCC</b>.                      2. In case vehicle breakdown, alternate arrangements are always available with the Port.</p>
3.	<p><b>Clause No. 35 of GCC, Page No. 28</b>  <b>(sub clause no 35.1 repeated 3 times)</b>  <b>1. Penalty for Non-performance.</b>  <b>2. Penalty for disruption of shipping movement.</b></p>	<p>1. Please elaborate on how mooring team is responsible or accountable for disruption of shipping movement.                      2. Who is responsible for late arrival of vehicle to mobilize the mooring team or due to breakdown. Please clarify.</p>	<p>1. Please refer <b>Corrigendum Sl. No. 1</b>.                      2. Please refer <b>Pre-bid Clarification Sl. No. 2</b>.</p>

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4.	<p><b>Clause No. 43 of GCC, Page No. 32</b>  <b>The communication system:</b>  The communication system i.e. VHF and Walkie talkie required for mooring staff will be provided by NMPA.  VHF and Walkie talkie to be maintained carefully and returned in working condition at the end of contract. If the VHF and Walkie talkie are damaged / lost, cost of the same will be recovered from the contractor.</p>	<ol style="list-style-type: none"> <li>1. NMPA provides the Communication equipment/ Walkie Talkie- will NMPA maintain the communication system like fault in charging units, replacement of battery or malfunction of system.</li> <li>2. Is NMPA providing new walkie-talkie or used one. Please clarify</li> </ol>	<p>A working walkie-talkie will be provided which is maintained by the department. However, contractor shall be responsible for proper handling of the equipment and also for any damage/loss of the equipment as mentioned in the <b>Clause No.43 of GCC.</b></p>
5.	<p><b>Clause No. 51 of GCC, Page No. 33</b>  The employer (NMPA) shall not be responsible and liable for any damage/accident/loss/death/compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the supervisor/ staff or any reason whatsoever.</p>	<p>During normal mooring operation for one vessel all the 7+1 member mooring team will be present. However, when the port officials gives instruction for two-vessel operation simultaneously at two different berths, the mooring team gets split into two teams. Under such circumstances, due to lack of adequate staff if any injury /accident/loss/death happens during mooring operation, who is responsible. Will the port pay any compensation arising under such claims. Please clarify.</p>	<p><b>Tender Condition Prevails</b></p>

## CORRIGENDUM

<b>1.</b>	<b>Clause No. 35 of GCC to read as:</b> <b>PENALTY</b>
<b>35.1</b>	<b>PENALTY FOR NON PERFORMANCE</b> If the work is not carried out satisfactorily in any of the shift of a particular day such as late arrival of staff for operations, lethargic attitude and non-wearing of PPE etc. as certified by the Senior Deputy ME/ME/HM, it will be treated as non-performance of that particular shift. Accordingly, <b>penalty</b> will be levied i.e. <b>@ 1/3 of day charge × 2 times</b> from the monthly bill. The day charge is equal to the total monthly charges divided by 30.
<b>35.2</b>	<b>PENALTY FOR ABSENCE OF STAFF</b> <b>The team should have 7 staff &amp; 1 Supervisor in one shift of 8 hours duty, as required by terms and conditions of the tender.</b> In case of deployment of manpower less than as specified above in any shift of a particular day, apart from non-payment of per day wages of absentee/s, <b>penalty</b> will be levied i.e. <b>@ 1/3 of day charge</b> from the monthly bill. The day charge is equal to the total monthly charges divided by 30.
<b>35.3</b>	<b>PENALTY FOR DISRUPTION OF SHIPPING MOVEMENTS</b> Any disruption of shipping movements or delayed shipping movement caused by the contractor / contractor's staff due to strike / agitation / demonstration / any disputes between staff and contractor etc. will attract a penalty of <b>₹50,000/-</b> per shift.

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