

Corrigendum to the tender APPOINTMENT OF CONSULTANCY FIRM FOR CONSTRUCTION SUPERVISION OF ORV dated 18.03.2024

Tender Ref: NCPOR/VOM-14016/1/2024 dated 02.02.2024

Sr. No.	Tender Reference	Pre-bid Queries / Suggestions	Clarifications/Amendments																													
1.	Pg 51, Section 11	Payment terms are similar to New Build payment schedule, We would provide constant Site Attendance, thus work on a monthly invoice to be agreed schedule.	<p>The term 'stages' is changed to 'milestones'.</p> <p>The milestone payments are revised as below:</p> <table border="1" data-bbox="1039 552 2123 1155"> <thead> <tr> <th data-bbox="1039 552 1200 632">Milestone No.</th> <th data-bbox="1200 552 1939 632">Milestones</th> <th data-bbox="1939 552 2123 632">Percentage Payments</th> </tr> </thead> <tbody> <tr> <td data-bbox="1039 632 1200 791">1</td> <td data-bbox="1200 632 1939 791">Review of preliminary / basic design drawings like GA plan, preliminary calculations, hull structure, outfitting, electrical load chart etc as submitted by the shipyard.</td> <td data-bbox="1939 632 2123 791">15</td> </tr> <tr> <td data-bbox="1039 791 1200 831">2</td> <td data-bbox="1200 791 1939 831">On starting of steel-cutting</td> <td data-bbox="1939 791 2123 831">15</td> </tr> <tr> <td data-bbox="1039 831 1200 871">3</td> <td data-bbox="1200 831 1939 871">On keel laying</td> <td data-bbox="1939 831 2123 871">10</td> </tr> <tr> <td data-bbox="1039 871 1200 991">4</td> <td data-bbox="1200 871 1939 991">Lowering of critical machinery (prime mover motors, propulsion system, generators, major auxiliary machineries)</td> <td data-bbox="1939 871 2123 991">10</td> </tr> <tr> <td data-bbox="1039 991 1200 1031">5</td> <td data-bbox="1200 991 1939 1031">On launching</td> <td data-bbox="1939 991 2123 1031">15</td> </tr> <tr> <td data-bbox="1039 1031 1200 1070">6</td> <td data-bbox="1200 1031 1939 1070">On successful dock trials</td> <td data-bbox="1939 1031 2123 1070">15</td> </tr> <tr> <td data-bbox="1039 1070 1200 1110">7</td> <td data-bbox="1200 1070 1939 1110">On delivery of vessel and receipt of 'as-built' drawings</td> <td data-bbox="1939 1070 2123 1110">15</td> </tr> <tr> <td data-bbox="1039 1110 1200 1155">8</td> <td data-bbox="1200 1110 1939 1155">On completion of warranty period by yard</td> <td data-bbox="1939 1110 2123 1155">5</td> </tr> </tbody> </table>			Milestone No.	Milestones	Percentage Payments	1	Review of preliminary / basic design drawings like GA plan, preliminary calculations, hull structure, outfitting, electrical load chart etc as submitted by the shipyard.	15	2	On starting of steel-cutting	15	3	On keel laying	10	4	Lowering of critical machinery (prime mover motors, propulsion system, generators, major auxiliary machineries)	10	5	On launching	15	6	On successful dock trials	15	7	On delivery of vessel and receipt of 'as-built' drawings	15	8	On completion of warranty period by yard	5
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2.	Page No 2: Sl. No 8.	Is there exemption from the EMD amount as per GOI rules, as we are a registered MSME (Micro, Small and Medium Enterprises)	All exemptions are as per the GOI financial rules and bidders should submit relevant documents as may be required as part of the technical bid.																													

3.	Page No 7: Clause 2.2.3	Attending Shop tests is mentioned. We understand that these are the shop tests at the Shipyard. Please confirm that there is no requirement to attend any Factory Acceptance tests, Shop tests and Sea trials outside India.	As it is not possible to identify the FAT locations at this stage, following is recommended: On the request of owners as per the requirements, Consultancy firm should participate in requisite tests for machineries/equipment. Owner will reimburse expenditure for travel, accommodation and DA as per norms for a GoI officer. For FAT/shop tests within India, the bidders shall attend all such visits as part of the contract cost and accordingly be considered in the price offer.
4.	Page 18: Clause 5.34	FAT is mentioned in the payment clause while it is not mentioned in the scope. IF FAT attendance is required, a list of equipment for which FAT attendance is required and the likely country of FAT must be indicated to arrive at costing.	
5.	Page 21: Clause 5.56	Completion time. The completion time is open ended without specifying the contractual ending time or build period. We request for specifying the completion time as the shipbuilding time may extend due to unforeseen circumstances like yard going bankrupt, COVID like situation, Regulatory hurdles which are beyond our control for which our manpower will be on standby at yard without remuneration. We request a finite completion time be specified.	The period of completion of the project is amended as 42 months instead of 36 months from the date of signing of the consultancy firm contract.
6.	Sl.3 of covering letter & 5.32	The estimated build period is given as 36 months. However, usually large and complex vessel construction overshoot the initial estimations. Therefore, it is requested that the price be fixed for the given 36 months and the period of time	In case the construction period at shipyard exceeds more than 3 months over and above the consultant contractual period (42 months) for reasons beyond the control of consultant, the additional compensation for the said extended period beyond 3 months, i.e. 46 th month onwards, shall be paid by Owner on pro-rata basis.

		overruns of the shipbuilding contract be considered on a monthly pro-rata basis.	
7.	Sl.9 of covering letter	We submit that locking-in a large amount for a long time (in excess of 3 years) is very challenging particularly for MSME vendors. We request NCPOR to consider the 3% in the final payment in lieu of the performance bank guarantee.	Tender terms shall prevail.
8.	Clause 2.2.1 & 2.2.2	<p>We find that the maximum portion of the scope of work is specifically on design and drawing review. We submit that even though the title of the tender is “construction supervision”, the overarching intent and requirement is to ensure that the design and design related activities such as equipment specification and selection etc. are thoroughly and competently reviewed such that the vessel delivered by yard would meet all the specified and intended functional & operational requirements of the owner.</p> <p>Accordingly, we request NCPOR to give added weightage to the design competency of the vendor such as the total number of vessels designed in the last 15 years. The weightage may be in the inverse proportion to the number of vessels designed loaded to the quoted price for finalizing the L1.</p>	Tender terms shall prevail.

9.	Clause 2.2.8	We submit that all the manpower sought need not be deployed from the very beginning to the end of the project. This sort of deployment would be infructuous and would incur higher costs. In fact, the manpower from various disciplines is required at the yard in line with the yard's build plan. Therefore, it is requested that the build plan of the yard be shared for recommending commensurate and optimum manpower deployment.	Tender terms shall prevail.
10.	Clause 2.2.8	Being a SILENT class vessel, it is understood that the shipyard will engage a Noise Consultant at the design stage. However, it is submitted that there is need for review of noise aspects during the design stage in the extant tender also	Yes, Noise verification is consultant's responsibility. Clause 2.2.8 shall remain as per tender. Consultant has to deploy all additional requisite specialists as may be required in addition to the specified manpower.
11.	Clause 6.6.1 (i)	We would request NCPOR to relax the registration requirement to 6 years.	Tender terms shall prevail.
12.	Clause 6.6.1 (ii)	Request to allow qualifications of foreign parent body for eligibility evaluation.	Tender terms shall prevail.
13.	Clause 6.6.2	Increased participation of MSME firms in government tenders has been a policy of Gol. We request NCPOR to relax the annual average turnover for any three years, out of last five years to INR 3 Crores as on 31st March 2023.	Tender terms shall prevail.

14.	Scope of work Cl. 2.2.8	Adequate facilities to be provided to undertake the jobs at shipyard which shall include office space with furniture, computers loaded with necessary softwares for all personnel, printers etc. 3D model viewer license shall also be provided.	Facilities like office space, furniture etc provided by the shipyard shall be extended to the consultants also. Any other requirement like software, computers etc are to be arranged by Consultant.
15.	Section 2, clause 2.2.1 (page 7)	Would review the drawings and documents submitted by the shipyard and ensure compliance with technical specifications and applicable rules / regulations / guidelines. Any deviations from contract specifications would be brought to Owner's notice.	Tender terms shall prevail. Any deviations from contract specifications to be duly brought to Owner's notice along with proposed solutions.
16.	Section 2, clause 2.2.4 (page 7)	Complied except the quality checks on incoming materials. The quality check for incoming materials should basically vest with shipyard as it would be practically difficult for any consultant to trace and keep track of all incoming materials in yard for the project. Quality checks would be undertaken during or upon installation on-board. Would ensure the standards as expected by owners in accordance with highest level of good shipbuilding practice.	Tender terms shall prevail.
17.	Section 2, clause 2.2.8 (page 8)	It is suggested that flexibility of deputing manpower in shipyard by the consultant should be provided for overall optimization based on actual requirements at site office	Tender terms shall prevail.

in shipyard considering contractual construction and inspection schedule. Naval Architect and Engineers having cross functional experience may also overlap their responsibilities across the activities supervised during construction supervision.

- a. Naval Architect: Noted. From steel cutting till delivery and acceptance.
- b. Marine / Mechanical Engineer: Noted, however, mechanical Engineer having similar experience of supervision for over 10 years may also be considered. Shall be deputed from launching of vessel till delivery and acceptance.
- c. Electrical Engineer: Noted. As and required basis and during tests/trials.
- d. Science Specialist Team: As and when required basis and during installation of scientific equipment on-board and during tests and trials and continued during delivery and acceptance. The number may be reduced to max. 2 (two) experts.
- e. Painting: Noted. From block construction stage till delivery. The paint Maker deputes its representative with NACE/FROSIO certification. Also, the shipyard QC is NACE/FROSIO certified. Hence,

		Owner representative need not have such certification. Moreover we have Naval Architect and Engineers having cross functional experience including painting jobs may be considered.	
18.	Section 3, Clause 3.1.b (page 10)	Preparation of production drawings in conformity with approved drawings is normally the responsibility of the shipyard as per standard shipbuilding practice. Would review the classification / statutory and other drawings submitted by shipyard and also verify on-board during inspections that construction is taking place in compliance with approved drawings and in compliance with Specifications and all rules / regulations. Would ensure the standards as expected by owners in accordance with highest level of good shipbuilding practice. Hence it is suggested that review of production drawings may be omitted from the work scope.	Tender terms shall prevail. Scrutiny/review of production drawings are required.
19.	Section 3, Clause 3.1.e (page 10)	Participation in tests at component level may please be clarified as it is practically difficult to attend all tests at component level during manufacture outside shipyard premises and not as per standard shipbuilding practice. Participation in tests at system level is	Participation in tests shall be at system level only. Participation at component level tests is not required to be done by the consultancy firm.

		noted and shall be complied. Would ensure the standards as expected by owners in accordance with highest level of good shipbuilding practice.	
20.	Section 3	Consultant would also ensure attendance in meetings at shipyard or its head office at Goa as called by Owner connected with progress review or any matter related with the project. Cost of travel as estimated shall be included in the price bid.	Tender terms shall prevail.
21.	Section 3, clause 3.3 (Page 10)	It is suggested that frequency of reporting progress to Owners by Consultant be made at fortnightly interval till launching of vessel and at weekly interval from launching till delivery of vessel. This is suggested as per normal shipbuilding practice considering quantum of works and tests/trials increases post launching of vessel.	Tender terms shall prevail.
22.	Section 5, Clause 5.35 (Page 18)	We do not foresee any requirement of importing any equipment / software to accomplish the intended work scope.	Any requirement to fulfil the contractual obligations is to be taken care by the consultant.
23.	Section 6, Clause 6.6.2 (Page 24 & 25)	It is opined that the annual average turnover criteria must be increased to around 100 Cr. to avoid very small and non-serious bidders considering high value of project, long tenure and project of national importance.	Tender terms shall prevail.
24.	Section 8, Clause 15.1	Performance of the vessel shall be established during dock trials, sea trials and	Section 8, Clause 15.1 is amended as below: If the Consultant fails to complete the work within the stipulated period and within

	(Page 41)	<p>scientific acceptance trials.</p> <p>Any shortcoming noticed before delivery shall be rectified by shipyard. Any defects noticed after delivery shall form part of guarantee defects which shall be attended by shipyard and shall coordinate with all stake holders for timely rectification of the defects.</p> <p>This is as per standard shipbuilding practice.</p> <p>Hence it is requested to revisit the said clause and delete LD clause w.r.t vessel's performance.</p>	<p>the time frame agreed or at any time repudiates any part of this Agreement before completing such work, or if the delivery of the vessel is delayed due to the delay in completion of work attributable to the consultant, NCPOR may without prejudice to any other rights or remedies available to it, recover from the Consultant, as ascertained and agreed, Liquidated Damages and not by way of penalty: -</p>
25.	Technical Specification Para 271	It shall be tin free, cybutrine free antifouling paint as applicable from 01.01.2023.	Noted and to be ensured.
26.	Section 2 Clause 2.2.8	<p>We propose that the qualifying criteria for tender participants in para 2.2.8 to be amended as under-</p> <p>In order to fulfill the obligations of the bidder with respect to the scope of work as indicated in this tender, the bidder shall be an IACS (International Association of Classification Societies) member Classification Society. For examining and vetting of all preliminary and production drawings submitted by yard, the Classification Society should have a registered office in India and should have</p>	Tender terms shall prevail.

		minimum 15 permanent Surveyors positioned in India with experience in Hull-Outfitting/Piping- Machinery/Electrical-Electronics disciplines.	
27.	Part B, 6.6.1 (i)	Our office, has started in 2021 in India. We have executed project management services also in addition to the design consultancy services for the last 3 years. Our Head Office and partners outside India who are having Project Management and site supervision experience since 1962. Please clarify whether we will be able to participate in the tender.	Tender terms shall prevail.
28.	Part D Sec 50	Please clarify whether SPS 2008 is enough or the latest amendments to be complied with. Also please clarify regarding the SPS code requirements for damage stability.	Latest amendments to be complied in toto.
29.	Tender notice	Please clarify when is the expected date of start of the construction of the vessel.	Finalization of Contract with shipyard is in progress.
30.	Clause 6.6.1 Qualifications /Experience	Pls confirm date i.e. 10 years exp as on Tender Submission date	The tender closing date may be considered as the cut-off date for the purpose of various experiences sought at clause 6.6.1.
31.	Section 6: Clause 6.4	Evaluation of bids	Following to be appended to clause 6.4 of section-6: Participation of the vessel designer appointed by the shipyard M/s GRSE for this ORV project of NCPOR will not be considered for this tender to avoid any conflict of interest.
32.		Bid submission and Bid opening date	Bid Submission date is extended till 09.04.2024 1600 hrs Bid opening date is 10.04.2024 1000 hrs